

Venue Tickets and Admission

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, certain words have specific meanings, as follows:

“GLL” / “we” / “us” / “our”

means Greenwich Leisure Limited.

“Event”

means a music concert, sporting event or other live event taking place at any Venue.

“Organiser”

means a person or entity organising an Event, which may be GLL or may be another person such as a promoter, producer, artist, sporting team or record label.

“CBA” / “London Aquatics Centre”

means the multipurpose entertainment destination located at, Queen Elizabeth Olympic Park

“Ticket”

means a ticket, electronic ticket, wristband or any other device giving the bearer the right to attend an Event.

“Ticket Agent”

means a person authorised by the Organiser to sell Tickets on behalf of that Organiser.

“Venue”

means London Aquatics Centre, and/or any other area within or around The London Aquatics Centre in which Events take place.

“Venue Terms”

means these terms and conditions.

“you” / “your”

means any person seeking admission to the London Aquatics Centre or any Venue to attend an Event.

2. HOW THESE TERMS WORK

2.1 GLL operates the London Aquatics Centre.

2.2 Your admission to and conduct at the London Aquatics Centre, at all Events is governed by these Venue Terms. By purchasing Tickets and/or entering or attempting to enter the Venue, you will be taken to have accepted these Venue Terms.

2.3 Some Organisers and/or Ticket Agents may have their own terms and conditions, which may apply to you when using your Tickets and attending an Event, in addition to these Venue Terms. If there is any inconsistency between these Venue Terms and the terms specified by Organisers and/or Ticket Agents, these Venue Terms will apply in priority to the others.

3. AMENDMENTS TO THESE TERMS

3.1 These Venue Terms may be amended from time to time, to reflect changes in the rules of admission, changes in health and safety and/or security procedures, changes to the arrangements in place between GLL and relevant Ticket Agents, and/or changes in relevant laws and regulatory requirements.

3.2 Each visit to London Aquatics Centre (including each Venue) will be subject to the Venue Terms in force at the time of the visit. It is your responsibility to check the Venue Terms before entering London Aquatics Centre, so that you are aware of any changes.

4. YOUR TICKET

4.1 Your Ticket may be in the form of paper, mobile/bar code, email, wristband or chip technology or such other form that becomes available over time. Tickets cannot be cancelled or exchanged after purchase, other than in accordance with these Venue Terms and the terms of the Ticket Agent from which they are purchased.

4.2 Only persons holding a valid Ticket will be admitted to Events at London Aquatics Centre. You must keep your Ticket with you at all times during an Event.

4.3 Keep your Tickets safe. Your Ticket may be invalidated if any part of it is removed, altered or defaced. Removing the Ticket stub of a physical Ticket will invalidate the Ticket. Tickets cannot be duplicated if lost or stolen and neither GLL nor any Organiser will be liable for any lost or stolen Tickets.

4.4 Ownership or possession of a Ticket does not confer any rights (by implication or otherwise) on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the Ticket or used in connection with the Event. Tickets may not be used for promotions, competitions, sweepstakes or for other commercial purposes without the prior written consent of GLL and the Organiser.

4.5 For Events with seated and standing arrangements, each Ticket provides you with a licence to occupy a seat or to stand in an area (as applicable) of a value corresponding to that stated on your Ticket. We reserve the right to provide alternative seats to those specified on the Ticket where it is not possible to allow you to occupy the specific seat printed on your Ticket. In these circumstances, we will use reasonable endeavours to provide you with a seat of equal value to that which you purchased and where we are unable to do so we will reimburse to you the difference in value of the seat we are able to provide and the value of the seat printed on your Ticket and we shall have no further liability to you as a result of the change in seats.

5. TICKET RESALE

5.1 The Organiser may have appointed its own authorised Ticket Agent(s) for the Event. If you are unsure as to whether or not a person offering Tickets for sale is an authorised ticket agent, please contact us. Please be aware that auction sites are not authorised ticket agents.

5.2 Tickets are typically sold by Ticket Agents on the basis that they are not transferable and must not be exchanged or resold except where a ticket exchange or resale facility authorised by us is offered.

5.3 Resale, or attempted resale or purchase of a Ticket other than via an authorised Ticket Agent, ticketing partner or official ticket resale partner of the relevant Venue or the Organiser are grounds for seizure or cancellation of such Ticket without refund or other compensation.

5.4 The number of Tickets purchased may be subject to a maximum, which will be notified to you by the Ticket Agent before you make your booking. We reserve the right to request the cancellation by the Ticket Agent of any Tickets we have reasonable cause to believe to have been bought in excess of this maximum number or otherwise in breach of these Venue Terms. Unless notified to you otherwise during the Ticket booking process, the Ticket limit for Events at London Aquatics Centre is 6 Tickets per person, credit card and household.

5.5 Neither we nor any Organiser will be required to honour Tickets if we know or have reasonable grounds for believing that they have been purchased from unauthorised agents or other unauthorised sources including, without limitation, ticket touts, or duplicated. We will be entitled to refuse entry to any person holding such a Ticket, or to eject them from the Venue and/or the Event.

6. AGE RESTRICTIONS AND YOUNG PERSONS

6.1 All children must have a Ticket in order to attend an Event.

6.2 For Events taking place at London Aquatics Centre and, where specified in the booking process, in relation to Events taking place at other parts of the Venue, (subject to any additional age restrictions that may apply to individual Events):

(a) children under 15 must be accompanied by an adult aged 18 or over; and

(b) children under 16 cannot enter the standing area and may only enter the Event with seated Tickets. We will not be liable to refund any standing Tickets which have been purchased for use by children under 16 in relation to such Events.

6.3 Events may be age restricted and it is the responsibility of the person who purchases the Tickets to check that s/he and persons on whose behalf s/he purchases the Tickets comply with such age restrictions before purchasing the Tickets. If you attend an Event where age restrictions apply and/or if you are claiming a concession, you must be able to provide photographic proof of identity and age or entitlement, as appropriate (e.g. student pass). We reserve the right to refuse entry, without refund, to any person who is unable to provide such photographic proof.

6.4 It is your responsibility to check the suitability of an Event for any children in your party regardless of official age restrictions, this includes considering the type of audience the Event is likely to attract and whether such an audience is a suitable environment for children in your party. Refunds will not be issued if any aspect of an Event, including the behaviour of other audience members, causes offence to you or any children on whose behalf you have purchased Tickets.

6.5 We do not recommend subjecting children to loud music over a sustained period of time. Hearing protection is advised for Events taking place at London Aquatics Centre and is advisable for any other Events where loud music is involved. A concert environment is not suitable for very young children.

6.6 Except for shows specifically aimed at children, accompanying adults should be confident that children within their party will not cause disruption to other audience members. Any disruption may result in you and your children being removed from the London Aquatics Centre.

7. ENTRY

7.1 You must produce a valid Ticket to gain entry to London Aquatics Centre or areas within London Aquatics Centre and upon request for inspection at any time in such areas. Failure to produce your Ticket when requested may result in you being required to leave London Aquatics Centre.

7.2 Searching is a condition of entry to protect your safety and that of other visitors. We may conduct security searches of clothing, bags and other items, as determined by us in our reasonable discretion, including on entry and exit.

7.3 Prohibited Items

We reserve the right to prohibit within London Aquatics Centre:

(a) items which are or may be illegal. Anyone found in possession of illegal or contraband goods may also be liable for prosecution;

(b) weapons, ammunition, explosives, horns, whistles, drums, fireworks, flagpoles, large umbrellas or any other item which in our reasonable opinion, may cause danger or disruption to any Event or to other visitors (regardless of whether or not such item is illegal or is carried for specific purposes);

(c) items which artists performing at an Event or their management have asked us to prohibit or are otherwise prohibited pursuant to these Venue Terms.

You are not permitted to bring food and beverages into any Venue except as set out in section 10 below.

7.4 You are responsible for safeguarding your property when at London Aquatics Centre and GLL will have no liability for property that is lost, stolen or damaged when at London Aquatics Centre. All items

left with stewards before entry into the Venue are left at your own risk.

7.5 Animals, with the exception of assistance dogs, are not permitted in London Aquatics Centre. Customers attending with assistance dogs are requested to contact London Aquatics Centre in advance for further information.

7.6 You may not be permitted into London Aquatics Centre, or may be ejected from it, and required to surrender any Tickets you hold, without refund, if you refuse to leave a Prohibited Item (see section 7.3) with our stewards or refuse to be searched or if, in our reasonable opinion, you or your behaviour or any item you are carrying:

- (a) poses a health and safety risk;
- (b) affects the enjoyment of other visitors;
- (c) affects the running of the Event;
- (d) may cause damage to or interfere with the property of GLL or the Organisers;
- (e) is in breach of these Venue Terms;
- (f) is illegal;
- (g) may lead to a breach of any licensing conditions applicable at the Venue; or
- (h) is in breach of any rules and regulations exhibited on notices at the Venue, such as:
 - (i) entering any backstage or prohibited areas
 - (ii) standing in seats or in walkways
 - (iii) climbing on the building structure
 - (iv) throwing any objects or substances onto the stage or into the crowd or at another visitor
 - (v) smoking.

7.7 Should you experience any problems while in London Aquatics Centre please contact the nearest steward so that every reasonable effort can be made to resolve the issue prior to, or during the Event you are attending as complaints are very difficult to resolve after the Event.

8. EVENTS

8.1 There is no re-admission once you have left a Venue except in limited circumstances at our sole discretion. This does not include leaving London Aquatics Centre bowl where the performance is taking place in order to purchase refreshments or use the washroom facilities within London Aquatics Centre.

8.2 In relation to seated Events, other members of the audience may stand up during the Event which may block your view if you choose to remain seated or if they are taller than you. Refunds and compensation will not be offered if your view is restricted in this way.

8.3 Floor seating is not tiered and refunds or compensation will not be offered if your view is restricted as a result of the floor not being tiered.

8.4 There will be no admission to the Event before the designated opening times.

8.5 For some specific Events, and at the request of the artist, latecomers may not be admitted into the auditorium until a suitable break in the performance. If you expect that you will not be able to arrive at an Event on time please contact us on 020 8221 4900 before buying your Ticket as we will not refund Tickets if you miss all or part of an Event due to your late arrival.

8.6 The use of cameras, video and/or sound recording equipment is prohibited and such items may not be used within the London Aquatics Centre except with our express written consent.

8.7 You are required to observe and comply with all rules and regulations shown on notices at London Aquatics Centre and to comply with all instructions given to you by Venue stewards and staff at the Event.

8.8 All advertised times are approximate and subject to change. It is your responsibility to make appropriate arrangements to ensure that you arrive at the Venue in sufficient time in case the Event

starts early and to ensure that you are able to stay until the close of the Event should you wish to if it overruns. No refunds will be payable and we will not be responsible for the cost of alternative travel arrangements or for any other loss you suffer (including loss of enjoyment) as a result of an Event not running to the precise advertised times.

8.9 CCTV and film cameras may be present at and around London Aquatics Centre, this includes filming by the police or security staff carried out for the security of visitors, and filming and/or photography by Event Organisers. By purchasing a Ticket to an Event and/or attending London Aquatics Centre you give your express consent to all such filming and to your actual or simulated likeness being included within any film, photograph, audio and/or audiovisual recording ("Footage"), all rights in which will be owned by us, the Organiser or the relevant third party. You also agree that any such Footage may be used by us or the Organiser in any and all media for any purpose at any time throughout the world, including (with the exception of CCTV or security Footage) for commercial purposes, such as merchandising or DVDs, without payment or compensation to you.

8.10 You must leave the Venue quietly in consideration for our neighbours. Any failure to do so may result in you being refused entry to, or permission to purchase Tickets to, future Events.

9. HEALTH AND SAFETY

9.1 In case of emergency please follow instructions and directions from stewards, staff and/or other officials.

9.2 The London Aquatics Centre operates a No Smoking Policy including e-cigarettes.

9.3 **WARNING** – prolonged exposure to loud noise may cause damage to your hearing. Flashing lights may be used during a performance.

9.4 If you have any specific access requirements, please contact us before purchasing Tickets, to ensure that we can accommodate your requirements. Accessible seating may not be available unless it is arranged in advance.

10. FOOD AND BEVERAGE

10.1 No food or beverages may be brought into London Aquatics Centre (except in limited circumstances on proven medical grounds). A variety of food and beverages will be available for purchase within the London Aquatics Centre.

10.2 Bottle tops will be removed from all bottles to be taken into London Aquatics Centre to reduce the risk of them becoming rolling trip hazards, or used as missiles. Occasionally, drinks will be decanted into plastic cups.

10.3 When purchasing alcohol, if you appear to be under the age of 25, you may be asked for proof of age.

10.4 We reserve the right to refuse to serve you alcohol if, in our reasonable opinion, we believe that you are intoxicated or likely to become intoxicated if we serve you further alcoholic beverages.

11. MERCHANDISE

11.1 Official merchandise is only available from outlets within London Aquatics Centre. Please be wary of unofficial traders offering inferior goods for which we accept no responsibility.

11.2 You are not permitted to sell or offer for sale or distribute any items whilst at or in the environs of London Aquatics Centre including, without limitation, merchandise, Tickets, food, beverages, cigarettes or smoking materials, newspapers or magazines.

11.3 You must not bring into London Aquatics Centre or display or distribute (whether for free or with a charge) at an Event any sponsorship, promotional or marketing materials nor any leaflets, signage or other materials containing religious or political messaging.

12. CANCELLATION, POSTPONEMENT AND ALTERATIONS

12.1 GLL or an Organiser may make alterations to Events which are not material in nature and no refunds will be available in respect of non-material alterations. A “material” change is a change to an Event which in the reasonable opinion of GLL or the Organiser, makes the Event materially different to the Event which purchasers of the Ticket could reasonably expect. Changes to performance times, supporting acts and the use of understudies in a theatre performance will not be a material change. A material change is judged by reference to the nature and billing of each Event. Events which are festivals or themed events are judged by reference to the overall theme rather than the individual act scheduled to appear. This includes Events which have multiple artists and/or where the Event name does not include reference to any specific act. In these cases, no scheduled acts may be considered as headline acts, regardless of their relative fame or prominence in the billing.

12.2 In the event of a cancellation, postponement or material alteration of an Event you may be entitled to a refund in accordance with the terms and conditions or refund policy of the authorised Ticket Agent from whom you purchased your Ticket(s) and you must contact the Ticket Agent to request all refunds. No refunds will be issued directly to you by GLL or the Organiser of any Event and refunds for cash purchases. Ticket Agents may not make a refund if you fail to follow the instructions provided within the timeframes notified in their terms and conditions.

12.3 It is your responsibility to check the website for the Venue, Event or Ticket Agent for news of any cancellation, postponement or alteration of the Event. Information on such matters will be made available on behalf of the Organiser as soon as reasonably practicable on the Venue website at <http://www.better.org.uk/leisure/copper-box-arena> and/or at the Venue. Customers are advised that the website cannot always be updated immediately and that circumstances giving rise to cancellation or alterations can sometimes arise immediately prior to an Event.

13. LIABILITY

THIS SECTION IS IMPORTANT AS IT SETS OUT THE LIMITS OF OUR LIABILITY TO YOU.
PLEASE READ IT CAREFULLY

13.1 If we breach our obligations to you under these Venue Terms or we are negligent and, as a result, you suffer any loss or damage in connection with your presence at London Aquatics Centre, you may be entitled to claim that loss from us, but:

- (a) we will only be liable for your loss or damage up to an amount equal to the face value of the Ticket purchased by you for the Event you are attending (if any); and
- (b) we will not be liable to you for loss or expenses incurred in connection with your visit to London Aquatics Centre, any Event, or its cancellation, such as the cost of any personal travel, accommodation or hospitality arrangements made in connection with any Event.

13.2 For the purposes of these Venue Terms, “Force Majeure” means any cause beyond GLL’s or the Organiser’s control, including, without limitation, any act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, national mourning, theft of essential equipment, malicious damage, strike, lock out, weather, national defence requirements or acts or regulations of national or local governments. Neither we nor the Organiser will be liable to you under these Venue

Terms to the extent that the failure is caused by a Force Majeure event.

13.3 Notwithstanding paragraphs 13.1 and 13.2 above, nothing in these terms shall be construed as excluding or restricting our liability for death and/or personal injury caused by our negligence nor for any other form of liability that may not by law be limited.

14. GENERAL

14.1 To the fullest extent permissible in law, we shall be entitled to assign any and all of our rights and obligations under these Venue Terms, provided that your rights are not adversely affected.

14.2 If any provision of these Venue Terms is found to be invalid or unenforceable by a court, the invalid or unenforceable provision shall be severed or amended in such a manner as to render the rest of the provision(s) and remainder of these Venue Terms valid and enforceable.

14.3 If we delay or fail to enforce any of these Venue Terms it shall not mean that we have waived our right to do so.

14.4 All of these Venue Terms are governed by English Law and any disputes arising under them are subject to the non-exclusive jurisdiction of the English Courts.

London Aquatics Centre Website

THESE TERMS AND CONDITIONS ("TERMS OF USE") ARE BETWEEN YOU AND GREENWICH LEISURE LIMITED ("GLL") AND GOVERN YOUR USE OF THE GLL WEBSITE ("OUR SITE"). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THESE TERMS OF USE BEFORE YOU START USING OUR SITE.

Ownership

All of the content of our Site (which includes without limitation all graphics, text, images, photographs, illustrations, and the design, selection and arrangement thereof) is, unless specifically indicated otherwise, protected by copyright, trademark, and/or other proprietary intellectual property rights owned by or licensed to GLL.

Website Service

There are no charges for using our Site. However, we reserve the right to seek to charge in the future for additional services we may offer to provide to you but we will not do so without making clear to you what those charges are and what they relate to and giving you an opportunity to agree whether or not to take such services.

Our Site has been prepared solely for the purpose of providing information about London Aquatics Centre and it does not constitute any financial or other advice and should not be used as a substitute for such advice. Subject to our legal obligations, we make no warranty or representation that access to our Site or the services offered on our Site will be uninterrupted, timely, secure, or error-free, nor do we make any warranty or representation that the content of our Site, or any information given through it, is accurate or reliable.

You acknowledge and agree that your use of any information on our Site is at your sole risk. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Site (or any part thereof) with or without notice.

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Forums, Blogs and Public Communication

» "Forum" or "Blog" means a message board, or email function offered as part of GLL website. You must not post to, submit to, or publish on publicly accessible areas of our Site such as a Forum or blog, bulletin board or otherwise make available on our Site any content, or act in a way which, or which in our opinion:

» libels, defames, abuses, invades privacy, harasses or is obscene, racist, abusive, threatening or offensive, contains indecent language or images, or is otherwise illegal or contains unlawful content;

» advocates illegal activity or discusses illegal activities with the intent to commit them; infringes and/or violates any right of a third party or any law;

» advertises or sells to or solicits others;

» compromises the trade secrets or violates the copyright or other intellectual property rights of any third party. You agree to indemnify, defend and hold GLL harmless from any claims, losses or liabilities;

» uses our Site or any Forum or blog for commercial purposes of any kind, political campaigning, chain letters, mass mailings, any unsolicited mass emailing (SPAM) or phishing;

» posts or distributes any software or other materials that contain a virus or other harmful component; or

» posts material or makes statements that do not generally pertain to the designated topic or theme of any chat room or bulletin board.

» GLL or any person appointed by GLL has the right to review, remove or edit content from any Forum or blog or other public area of our Site at any time, without notice to you which GLL in its sole discretion, consider breaches or may breach the Terms of Use, in particular, any content that GLL considers is illegal or contains unlawful content.

» Notwithstanding the above right, GLL does not monitor in real time any comments made or materials posted to any Forum or blog or otherwise communicated to any public area of our Site. GLL is not responsible for the content or accuracy of any such information, and shall not be responsible for any action you take or decisions you make (including but not limited to any trading or investment decisions made) based on such information

Your Content

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You warrant that you have the right to so communicate, submit or post Your Content and that you have the right to grant to us the licence granted in the preceding paragraph, except where you have expressly indicated the contrary to us in writing.

You acknowledge that we have no obligation to retain any of Your Content on the publicly available areas of our Site for any minimum period or at all and that it is entirely in our discretion as to the

length of time that Your Content or any of it will be retained on the website. We may also edit or modify Your Content at any time.

Electronic Communications/SPAM

We may communicate with you electronically, either by email or by posting information on our Site. You agree not to treat such emails as unsolicited (SPAM). For contractual purposes, you agree to receive communications from us electronically and you consent that all agreements, notices and other communications that we provide to you electronically satisfy any legal requirements that such communications be in writing. This does not effect your statutory rights. You are strictly prohibited from sending (or supporting the sending) of unsolicited bulk or single mail messages, or SPAM, from our website.

Disclaimer

THIS WEBSITE HAS BEEN COMPILED IN GOOD FAITH BY GLL. HOWEVER, GLL DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING BY WAY OF EXAMPLE BUT NOT LIMITATION, AS TO FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS. IN ADDITION, GLL DOES NOT REPRESENT OR WARRANT THAT THE CONTENTS OF THE SITE OR ANY INFORMATION AND/OR FACILITIES ON OR ACCESSIBLE VIA THIS WEBSITE ARE ACCURATE, COMPLETE, ADEQUATE, SUITABLE OR CURRENT, NOR MAKES ANY SUCH WARRANTY OR REPRESENTATION IN RESPECT OF ANY INFORMATION CARRIED ON ANY WEBSITE OPERATED BY A THIRD PARTY WHICH MAY BE ACCESSED FROM THE SITE, NOR THAT THE INFORMATION ON THIS OR ANY THIRD PARTY WEBSITE HAS IN ANY WAY BEEN VERIFIED BY GLL, NOR THAT THIS WEBSITE WILL BE FREE OF DEFECTS, INCLUDING, BUT NOT LIMITED TO, VIRUSES OR OTHER HARMFUL ELEMENTS. THE USER OF THIS WEBSITE ASSUMES ALL COSTS ARISING AS A RESULT OF THE USE OF THIS WEBSITE.

Access

Our Site, and the information contained on it, is not directed at, or intended for distribution to or use by, any person or entity who is a citizen or resident of, or located in, any jurisdiction where such distribution, publication, availability or use would be contrary to applicable law or regulation or which would subject GLL to any registration or licensing requirement within such jurisdiction.

GLL will not be liable if the systems go off line or fail for any reason, or for any incompatibility of our Site with any of your equipment, software or telecommunications systems. GLL will not be liable for any claims, penalties, losses, damages, costs or expenses arising from the use of or inability to use our Site or from any unauthorised access to or alteration of our Site.

Children under 18

If you are under 18, you must ask your parent or guardian before you email the website, ask GLL to email anything to you, send in any information to GLL, enter any contest or game that requires information about you or offer a prize, post any information on any bulletin board, enter any chat room; or buy anything online.

By submitting information, you are confirming that you are over the age of 18, or you have received the consent of your parent or guardian.

Privacy Policy

You must read our Privacy Policy which forms part of these Terms of Use and sets out the way in which your personal data is handled.

Limitation of Liability

NOTHING IN THESE TERMS OF USE SHALL LIMIT OR EXCLUDE OUR LIABILITY TO YOU FOR FRAUDULENT MISREPRESENTATION, OR FOR DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

SUBJECT TO THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER GLL NOR ANY OF ITS DIRECTORS, EMPLOYEES, AFFILIATES OR OTHER REPRESENTATIVES WILL BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES (WHETHER DIRECT OR INDIRECT AND WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE) ARISING

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You agree that we shall not be liable to you for any modification, suspension or discontinuance of our Site or any part of it.

You agree that we have no responsibility or liability for the deletion or failure to store any of Your Content nor for any errors in Your Content.

We neither endorse nor are responsible for the accuracy or reliability of any opinion, advice or statement on our Site that is not ours, including without limitation any such opinion, advice or statement included in any Forum or blog or on any bulletin board provided on our Site. Under no circumstances will we be liable for any loss or damage caused by your reliance on information obtained through the content on our Site, whether such content was provided by us or any third party. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through our Site.

Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

IF THIS CLAUSE IS UNENFORCEABLE IN WHOLE OR IN PART, THEN IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU OF GLL OR ANY OF ITS DIRECTORS, EMPLOYEES, AFFILIATES OR OTHER REPRESENTATIVES FOR ALL DAMAGES, LOSSES, AND CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SITE.

Indemnification

You must comply with these Terms of Use at all times when using our Site and you must take all reasonable precautions to avoid infringing any third party's rights in the use of our Site, including the communication of Your Content to our Site. You will be liable for any foreseeable and reasonable costs incurred by us in defending any action in respect of a claim resulting from your breach or alleged breach of these Terms of Use, if reasonable precautions were not taken by you. You agree to defend, indemnify and hold GLL and all of its associate companies, its directors, officers, partners, employees, information providers, licensors and licensees and agents harmless from and against all liabilities, claims, damages, costs and expenses, including without limitation legal fees and costs arising out of your use of the Site, Your Content, or your violation, breach or alleged violation or breach of these Terms of Use.

Links from This Site

» The Site contains links to other Internet sites on the World Wide Web, which lead you out of our Site. We provide such links for your convenience and information only. We cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from any GLL website or for any third-party content on our sites.

You acknowledge and agree that GLL:

- » is not responsible for the availability of any external websites or resources linked to our Site;
- » is not responsible for the content on any other websites or pages linked from our Site;
- » does not endorse and is not responsible or liable for any merchandise, content, advertising, or other material on or available from such websites or resources;
- » makes no representation or warranty as to the accuracy, legality, reliability or validity of any content on any other such site; and
- » makes no representation or warranty that such sites will safeguard the security of your information (including, without limitation, credit card and other personal information) or be free of viruses or other harmful elements. You acknowledge and agree that we shall not be responsible or liable, directly or

indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content or services available on or through any third party site or resource. You hereby irrevocably waive any claim against us with respect to such sites and third-party content. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

Termination

We reserve the right to terminate your access to our Site at any time without notice from us if, in our sole discretion, you fail to comply with these Terms of Use.

Amending these Terms of Use

We may update these Terms of Use to accord with our standard contractual provisions at any time. We will post our most recent version of these Terms of Use on our Site. We may also add to, change or remove any part of these Terms of Use. If we intend to amend these Terms of Use in any way for these reasons, we will notify you prior to your next visit to our Site through the use of a pop up or other technology which will ask you to read the amended Terms of Use and confirm your acceptance by checking a box. If you do not agree to the amended Terms of Use, then you are free to discontinue your use of our Site. By checking the acceptance box or continuing to use our Site, you signify your agreement, without limitation or qualification, to be bound by the amended Terms of Use.

Governing Law

These Terms of Use shall be governed by English Law and we both agree to subject to the exclusive jurisdiction of the English courts.

Severance

If for any reason a court of competent jurisdiction finds that any of these Terms of Use are unenforceable the remaining terms of these Terms of Use shall survive and remain in full force and effect.

Miscellaneous

Any waiver of any provision of these Terms of Use must be in writing signed by GLL to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future. These Terms represent the entire understanding and agreement between the parties relating to the subject matter herein and supersede any and all prior statements, understandings or agreements whether oral or written, and shall not be modified except in writing, signed by you and GLL.