

Terms and conditions for LTFC+ subscriptions

These are the terms and conditions (the "Terms") for subscribing to LTFC+, our "Exclusive Content Site".

Your subscription to the Exclusive Content Site is provided to you as the subscriber ("you", "your") after we accept your subscription application and you pay the Fee (in the manner detailed below) (the "Subscription"). These Terms create a legal agreement between, and set out the rights and obligations of, you and Luton Town Football Club 2020 Limited (company number: 06133975) of Kenilworth Stadium, 1 Maple Road, Luton, Bedfordshire, LU4 8AW ("LTFC") ("we", "us", "our"). By clicking the "AGREE" box and/or filling in the registration form for the Subscription you are agreeing to be bound by these Terms. To the extent that these Terms conflict with the general Terms and Conditions of use of the Luton Town FC Website ("General Terms") the order of priority shall be: (i) these Terms; then (ii) the General Terms.

We provide you with access to various features and services within the Exclusive Content Site depending on your Subscription (the "LTFC Content"). You can find everything you need to know about us, LTFC+, the available subscription packages and the LTFC Content available as part of each subscription package, on the LTFC Website before you apply for a subscription. We will also confirm key information to you by email upon accepting your Subscription.

As part of the Exclusive Content Site, we will provide access to certain video and audio footage, photographs, text images, statistics, logos and other media and intellectual property related to the Luton Town Football Club. All design, text, graphics, footage and the selection or arrangement thereof are the copyright of us or our respective licensees. We may from time to time modify or discontinue the Exclusive Content Site or the LTFC Content at any time and without giving you notice in order to:

- (a) reflect changes in relevant laws and regulatory requirements;
- (b) to implement technical adjustments and improvements, for example to address a security threat; and
- (c) to update the LTFC Content and/or Exclusive Content Site, provided that the updated LTFC Content and/or the Exclusive Content Site materially matches the description that we provided to you before you purchased your Subscription.

We reserve the right to refuse to accept your subscription application.

The Exclusive Content Site and/or LTFC Content may be subject to territorial and/or time period restrictions. For example, certain LTFC Content may only be available when accessing the Exclusive Content Site from within certain countries and certain LTFC Content may only be available for set periods. We may change the way in which we provide access to the Exclusive Content Site and/or LTFC Content in accordance with these Terms.

The LTFC Content is owned by or licensed to us and all rights in and to the aforementioned are reserved to us or our licensors.

Your use of the Exclusive Content Site

The Exclusive Content Site is to be used by only one individual per Subscription. In order to use the Exclusive Content Site or access the LTFC Content, you must: (a) obtain access to the World Wide Web and pay any service fees associated with such access; (b) provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other necessary access device: we recommend that you test your stream before accessing the LTFC Content to ensure that you can access the LTFC Content satisfactorily; and (c) use a modern browser which supports HTML 5 video (for example, Chrome, Safari, Firefox, Opera, Edge or the latest version of IE). Your use of any third party software is subject to the terms of the licence granted to

you by the relevant third party licensor. We are not providing and are not responsible for third party software, or for any problems caused by such third party software, computer hardware or computer operations systems.

Your right to use the Exclusive Content Site via your Subscription is personal to you. You are wholly responsible for the use of the Exclusive Content Site by any person using your Subscription and you are responsible for ensuring that any such person also fully complies with these Terms. You agree to use the Exclusive Content Site in a manner consistent with any and all applicable laws and regulations in the country from which you are accessing the Exclusive Content Site.

You must not (nor authorise or permit any other party to):

- (a) abuse the Exclusive Content Site or use it for any unlawful purpose;
- (b) transmit or introduce any computer viruses or any other disruptive or harmful contaminants through the Exclusive Content Site;
- (c) use the Exclusive Content Site in a way that may cause it and/or any equipment used by us to provide the Exclusive Content Site (together the "System") to be interrupted, damaged, rendered less efficient or impaired;
- (d) store your password anywhere on a computer in plain text;
- (e) use the Exclusive Content Site and/or LTFC Content in any manner which violates or infringes the rights of any person, firm or company (including without limitation rights of intellectual property, confidentiality or privacy);
- (f) reproduce, modify, distribute, alter, disassemble, decompile, reverse engineer or publish any of the content of the Exclusive Content Site, including the LTFC Content, without our prior written permission although you may electronically copy and print in hard copy portions of the Exclusive Content Site for your personal use only and not for any commercial gain or for any commercial purposes; and/or
- (g) sell, assign, transfer or delegate all or any of your rights and obligations to another person or entity, or share use of the Exclusive Content Site or any content contained within it, including the LTFC Content.

Registration

Your Subscription shall commence on the date we email you to confirm we have accepted your subscription application and continue, unless cancelled earlier in accordance with these Terms, for the period of time notified to you or selected by you when you purchase the Subscription ("**Service Period**").

You warrant that the information which you provide when you register is true, accurate and complete in all respects and you agree to notify us immediately of any changes by emailing digital.support@lutontown.co.uk

You must purchase a Subscription using your LTFC Club Account. If you do not have a LTFC Club Account, you are required to create one via our LTFC Website (hyperlink to website: [Luton \(lutontown.co.uk\)](http://Luton(lutontown.co.uk))). You must keep your Subscription login details secure and not disclose them to any other person. If they become known by a third party, you must immediately change your password using the 'My Account' site function. We are not liable for any loss or damage arising from your failure to comply with this obligation.

The Exclusive Content Site may in some regards integrate with third party services or platforms, such as Facebook and X. You may be permitted to access the Exclusive Content Site (or other shared functionality) via your registration with such third party services or platforms. These third party services or platforms generally require you to have a separate account and/or registration with them and the terms on which they engage with you and share information or data with us will vary between service and platform. We therefore suggest you make

yourself aware of their own terms and conditions before you associate your activity on the Exclusive Content Site with those services or platforms. We are not responsible for your use of, or access to, any third party service or platform.

Payment

You must pay the fee applicable to the Subscription and Service Period (the "Fee") , in accordance with the fee plan notified to you at the time of registration. Unless otherwise stated, all charges (including the Fee) are exclusive of VAT and any other taxes applicable from time to time, for which payment you shall be liable in addition. If you signed up for the Exclusive Content Site as part of a free trial (which may periodically be offered or withdrawn at any time by us at our sole discretion), whilst we will not charge you for such free period, we or our third party payment provider will authorise payments for future Service Periods after the expiry of the free period. At the end of such free period the Fee will become payable for all subsequent Service Periods which you have subscribed for when you signed up to the free period (unless you cancel your Subscription prior to the end of the free period).

(a) **Credit/Debit card**

The Fee will be automatically billed against the credit/debit card number that you provide in the registration form. Payment may be made by any of the following credit, debit or prepaid cards: Visa, Mastercard or Visa Delta. Multiple authorisation attempts may be made if the first attempt to process the Fee fails (including when we process a Fee for any renewal of the Service Period as described below) but we reserve the right to suspend or terminate your access to the Exclusive Content Site until payment is received.

(b) **Direct Debit** (but only to the extent we permit this payment option as indicated at the point of registration)

If we offer direct debit as a payment method and you elect to pay by direct debit we will debit the bank account which you provide the details of in the registration form. The amounts to be debited will be as set out in the fee plan notified to you. If at any time the debit instruction fails we shall use our reasonable endeavours to notify you by email and reserve the right to suspend or terminate your access to the Exclusive Content Site until payment is received. Multiple authorisation attempts may be made if the first attempt to process the Fee fails (including when we process a Fee for any renewal of the Service Period as described below).

We will notify you by email that we have processed your payment of the Fee and inform you that you are a registered subscriber. The email message will constitute our acceptance of your subscription application. Our acceptance of your order will be deemed complete and received by you at the time and date we send the email, which time and date is specified on the email. We accept no responsibility for you not actually receiving the email, for reasons outside our control.

We may use third party payment providers to collect the Fee on our behalf and in such cases we will let you know who they are. They will ask you for the information they need to collect and process the Fee as part of the sign-up and/or renewal process. From time to time we may (acting in our discretion) migrate you from one payment system to another where you are paying the Fee by credit card, debit card or direct debit. This will happen in the background and will not materially impact your Subscription, save that a different provider may show on your bank statements. Subscription renewals will continue to be taken on the usual subscription day by the new provider, other than renewals within the migration window which won't be taken until the migration is complete. In order to complete such migration, test and update the system, and verify your payment details, a temporary "hold" will be placed against your payment card in order to generate a payment token / reference. The holding will be in respect of a nominal amount (between 1p and £1) and will be removed as soon as practicable and in any event, no later than seven (7) days of it initially being put in place.

Cancellation and Renewals

You have 14 days after the date we confirm your Subscription (**Cooling Off Period**) to change your mind about your Subscription, but you lose this right when you start to download or stream any LTFC Content on the Exclusive

Content Site or if you opted to waive your right to cancel and receive your Subscription benefits prior to the expiry of the Cooling Off Period. In these circumstances, you will not be entitled to receive a refund of the Fee. If you have any queries as to whether you opted to waive your right to cancel during the Cooling Off Period, please contact us by emailing digital.support@lutontown.co.uk. To cancel your Subscription during the Cooling Off Period, please email us at digital.support@lutontown.co.uk and add "Cancellation" into the subject of the email. You will be entitled to a full refund of the Fee where you cancel prior to the expiry of the Cooling Off Period. We will refund such sums by crediting your credit/debit card.

After the expiry of the Cooling Off Period, you may cancel your Subscription at any time by emailing digital.support@lutontown.co.uk and adding "Cancellation" into the subject of the email.

If your Service Period is monthly or seasonal:

- (a) your Subscription will be automatically renewed without notice at the end of the Service Period (and for each Service Period thereafter until you cancel) unless you have cancelled your Subscription in accordance with these Terms prior to the expiry of the current Service Period; and
- (b) we reserve the right to increase or decrease (or change the currency of) the Fee at any time, but such increase, decrease or change in currency shall only take effect from your next Service Period. We will use reasonable endeavours to give you as much notice as possible. If you do not agree to such increase, decrease or change of currency, please cancel your Subscription before your next Service Period is due to start.

Disclaimer of warranties

If there is an issue with the Exclusive Content Site and/or any LTFC Content, you must contact us by email at digital.support@lutontown.co.uk. The Consumer Rights Act 2015 sets out your legal rights in this regard and requires us to provide the Exclusive Content Site and LTFC Content to you in accordance with our description, for it to be fit for purpose and of satisfactory quality. If the Exclusive Content Site and/or LTFC Content is faulty and we cannot fix this within a reasonable time and/or without significant inconvenience, you may be entitled to a full or partial refund of the Fee. For detailed information on your legal rights, please visit the Citizens Advice website (hyperlink to website: [Citizens Advice](#)). You can also resolve disputes with us directly in accordance with these Terms.

Subject to the above, we are providing the Exclusive Content Site and LTFC Content on an "as is" basis and make no representations or warranties of any kind with respect to the Exclusive Content Site and/or the LTFC Content other than as required by law.

Limitation of liability

To the extent we are liable to you under these Terms, we will not be liable for any loss that is: (i) indirect, consequential or unforeseeable; (ii) caused by an event outside of our control; (iii) something you could have avoided by taking reasonable action; or (iv) connected to your use of the Exclusive Content Site for the purposes of your trade, business craft or profession. You confirm that we shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the Exclusive Content Site. We do not limit or exclude our liability for death or personal injury resulting from our negligence or for any other liability which may not lawfully be excluded or restricted.

If access to the Exclusive Content Site or supply of the LTFC Content is delayed by an event outside our control, we will contact you as soon as reasonably possible in the circumstances to let you know and we will use our reasonable endeavours to minimise the delay. If the delay is likely to be substantial, you can contact us by email at digital.support@lutontown.co.uk to cancel your Subscription.

Suspension and Termination

We may suspend or close the Exclusive Content Site or your Subscription immediately at any time in our absolute discretion and claim any compensation due to us (including enforcement costs) if:

- (a) we consider your use of the Exclusive Content Site to be abusive, excessive, or against the interests of us or our other subscribers;
- (b) your use of the Exclusive Content Site is considered to be in breach of these Terms and/or the General Terms;
- (c) a competent regulatory authority or applicable law requires the Exclusive Content Site to be closed or your Subscription suspended; or
- (d) any Fee (or part of any Fee) remains outstanding for more than seven days from the due date (other than because of a fault of ours or our third party payment provider).

We may also suspend or close the Exclusive Content Site or your Subscription immediately at any time in our absolute discretion (but giving you as much notice as is reasonably practicable in the circumstances (unless the problem is urgent or an emergency) if:

- (a) technical or operational reasons make this reasonably necessary;
- (b) we decide, in our sole discretion, to stop providing the Exclusive Content Site; or
- (c) we need to update the Exclusive Content Site or your Subscription to reflect changes in relevant laws and regulatory requirements; or
- (d) we need to make changes to the Exclusive Content Site or your Subscription,

but in such circumstances if you have already paid the Fee for the Service Period in which we suspend or close the Exclusive Content Site or your Subscription, we shall refund any proportion of the Fee which you have already paid for that Service Period relating to any time during the Service Period where you have not received access to the Exclusive Content Site, on a pro rata basis.

Indemnity

You agree to fully indemnify us immediately on demand against all claims, liability, damages, costs and expenses, including legal fees, arising out of:

- (a) any breach of these Terms by you (or any other user who accesses the Exclusive Content Site using your user name);
- (b) any misrepresentation, act or omission made by you in connection with your use of the Exclusive Content Site; or
- (c) claims brought by third parties arising from or related to your (or any other user using your login details) access or use of the Exclusive Content Site in breach of these Terms,

or any other liabilities arising out of your or their use of the Exclusive Content Site and/or the System. You shall provide us with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at your sole expense.

Tax

You may be subject to taxes on your registration, which are levied in respect of the Exclusive Content Site. These duties and taxes plus any additional administrative charges for customs clearance must be borne by you; we

have no control over these charges and cannot predict what they may be. Customs and taxation policies vary widely from country to country; you should contact your local customs or tax office for further information.

General

How we use any personal data you give us is set out in our Privacy Notice, available on our LTFC Website here: [Privacy Policy - Luton Town FC](#).

Any notices we send to you will be sent to the email address you supply during the registration process, or such other email address as you notify of us in writing from time to time. Any notices you send us should be sent through to digital.support@lutontown.co.uk. Notices will be deemed to have been delivered at the time and date of sending of the email if during ordinary business hours in the place of receipt, or when ordinary business hours in the place of receipt resume .

If we fail to exercise or enforce any right or remedy we have under these Terms such failure will not be deemed to be a waiver of that right or remedy nor will it prevent us exercising or enforcing that right or remedy on a later occasion.

If any part of these Terms are found unlawful or unenforceable, they will be deemed deleted, but nothing shall affect the validity of the rest of these Terms which will continue to apply to you.

We reserve the right to vary and/or update these Terms from time to time without notifying you. Updated Terms will be posted on the homepage of the LTFC Website and can be viewed by you at any time. We recommend you check the LTFC Website regularly to ensure you are aware of any changes. Changes to the Terms will be deemed to have been accepted by you if you continue to use the Exclusive Content Site after a period of one week from the date the updated Terms are posted in the manner set out above.

We may assign or transfer all or any of our rights and obligations under these Terms to a group company or other third party. In the event of assignment or transfer, notification will either be given to you by e-mail or posted on the LTFC Website. You may not assign or transfer all or any of your rights and obligations under these Terms to any other person or third party.

These Terms, along with the General Terms (where applicable to your use of the Exclusive Content Site and/or access to the LTFC Content), constitutes the entire agreement between us and you with respect to this subject-matter and excludes any representations or warranties previously given or made other than any fraudulent misrepresentation and it may be amended only by us on notice to you.

These Terms are between you and us and nobody else can enforce these Terms against you or us.

These Terms and your access to and use of the LTFC Website, the Exclusive Content Site and LTFC Content are subject to the laws of England and Wales and you submit to the exclusive jurisdiction of the courts of England and Wales.

If you wish to make any suggestions or complaints about any matter in respect of the Exclusive Content Site and/or the LTFC Content, please contact us through our email at digital.support@lutontown.co.uk and a member of our team will do their best to resolve any problems you have.