

MEMBERSHIP SUBSCRIPTION TERMS

We set out below the main points in these Terms, but please do read all of the Terms through carefully and let us know if you have any questions.

- *These Terms apply to a consumer subscribing to LIONS membership:*
 - LIONS Membership
 - Young LIONS Membership
- *You have to be at least 18 to buy a subscription.*
- *You cannot share your subscription with anyone else. If you know someone who would like to access LIONS membership, please tell them to get in touch with us.*
- *Once you have paid for your subscription, you have 14 days to cancel and claim a refund. But, you cannot cancel once you have started to access our content (see clause 17)*
- *Please don't breach the Terms, or we may suspend or even cancel your subscription to LIONS.*

These terms (the “**Terms**”) apply to and govern any access to the LIONS Membership Platform (“**Subscription**”) and any paid-for virtual items, including tickets to our digital events (“**Events**”), otherwise available through our Platform (“**Virtual Items**”). These Terms are made between you, as the Subscription holder identified in the **Order Form**, and Ascential Events (Europe) Limited (Company number 07814172) with registered office 33 Kingsway, London, WC2B 6UF (“**we**”, “**us**”). Please read these Terms carefully before making a purchase or signing up to a Subscription, as these Terms explain the basis on which we provide these services to you and what your rights and obligations are.

Please read our Terms in conjunction with our User Content Guidelines set out in Schedule 1 to these Terms of Use (“**User Content Guidelines**”); and our [Platform Privacy Policy](#) (“**Privacy Policy**”).

By signing up to a Subscription and/or purchasing Virtual Items you are agreeing to these Terms. If you have any queries concerning these Terms you may contact us at membership@lionscreativity.com.

1. GENERAL TERMS

- 1.1 Our acceptance of your order for a Subscription or Purchase of a Virtual Item will take place when we send you an order confirmation email, at which point a contract will come into existence between you and us.
- 1.2 Virtual Items and Subscriptions can only be purchased directly from us, for example through the relevant web page on the LIONS Membership platform (which includes the virtual technologies, applications, products, software and other materials on the membership platform under the “LIONS” brand) (the “**Platform**”).
- 1.3 Some Virtual Items may not require a purchase (and that will be made clear to you on the relevant page on the Platform), but you will still be required to register an account on the Platform and comply with these Terms.

1.4 On purchase and/or registration we will provide you with a confirmation email, with the details of your purchase and/or registration, (for example a reference number), if applicable. We accept no responsibility if you did not receive the email as a result of any reason outside of our control, such as your junk or spam filtering controls in your email account.

1.5 In consideration of your payment of the purchase price, we grant you a licence in accordance with these Terms to use our Platform for the purposes of viewing the Subscription content, attending the relevant Event or using the Virtual Item.

1.6 Virtual Item and Subscription pricing is as stated in our Platform's description of the Event or Subscription (as applicable). Pricing may vary from time to time. We reserve the right to correct pricing errors and we will endeavour to do so as soon as we become aware of an error.

2. ACCOUNTS

2.1 You will need to set up an account in order to use and access the Platform. To set up an account, you will need to register by submitting certain information and choosing a password.

2.2 Your access to and use of the Platform is restricted to you, as the registered individual and permitted for your personal use only. You are responsible for maintaining the confidentiality of your account credentials and must not share or permit access to the Platform and/or any Virtual Item by any other person. You can amend your profile at any time in the "My Account" section of the Platform.

3. SUBSCRIPTION MEMBERSHIP

3.1 You can access certain Events and digital content as described when available and listed on the Platform ("**Membership Benefits**"). However, please be aware that some Events will still require separate purchase (for example, where the subscription relates to one particular content creator's Event, any Events relating to other content creators may require separate purchase).

3.2 **Your Subscription will be for a period of 12 months, after which your Subscription will automatically terminate. This will not prevent early termination in accordance with these Terms.**

3.3 You must provide a current, valid, accepted method of payment, which you may update from time to time (the "**Payment Method**").

3.4 Subject to clause 3.2, you can cancel your Subscription at any time and you will continue to have Subscription access for the residual period of Subscription membership. Please be aware that changing your Payment Method alone, or rendering it invalid, does not cancel your Subscription.

3.5 Your Subscription to use the Platform allows you to access the varying content and media that is shown via the Platform from time to time. You therefore acknowledge and accept that content and media accessed through the Platform will change from time to time at our discretion.

4. **VIRTUAL ITEMS AND EVENTS**

4.1 The Subscription and some Virtual Items provide you with the right to attend particular Events as described on the relevant Event page and/or as described in the Platform. You are not entitled to:

4.1.1 sell your Subscription or Virtual Item;

4.1.2 transfer your Subscription or Virtual Item; or

4.1.3 any refund, exchange or alternative, where you miss the Event due to circumstances outside of our control (for example, you fail to attend at the relevant date and time).

4.2 Unless otherwise specified for the particular Event in our Platform, your Event access is for one person on a single occasion at a specified date and time.

5. **EVENT CANCELLATION**

5.1 If you decide to cancel your Virtual Item which allows you access to an Event for convenience (such as because you no longer wish to attend), please let us know, but will not be entitled to a refund.

5.2 If we have to cancel a Virtual Item we will, at our discretion, either;

5.2.1 reschedule the Virtual Item where such Virtual Item is an Event, such as Lions Live; or

5.2.2 refund you the cost of the Virtual Item in full or refund you on a pro rata basis for the unavailable period of the Event.

6. **BEHAVIOUR AND CONDUCT**

6.1 You must not do any of the following:

6.1.1 sell or attempt to sell, sub-license, rent, loan, exchange, transfer or otherwise deal with Virtual Items or Subscriptions outside of our Platform;

6.1.2 photograph, film, record, copy, reproduce, communicate, reverse engineer, publish, stream, distribute, derive source code from, modify, adapt, disassemble, decompile, create derivative works from or otherwise deal with any materials made available to you during, for or in connection with any Event (except solely using functionality as may be directly provided by us through our Platform and, in that case, only for your personal enjoyment);

- 6.1.3 attempt to gain unauthorised access to an Event, any portion of an Event, any Event-related materials or any part of our Platform, including without limitation by using bots, hacks, exploits, software or any other materials or methods whatsoever designed to grant unauthorised access or to modify, interfere with or otherwise negatively impact on the ordinary operation of our Platform and the Event;
 - 6.1.4 intimidate, threaten, bully, harass or otherwise materially negatively impact the enjoyment of other Event attendees or attempt to do so; or
 - 6.1.5 use or attempt to use the Event or any Event-related materials for any illegal or immoral purposes.
- 6.2 We reserve the right, acting reasonably, to decide whether a particular action falls within the scope of the restrictions set out in Clause 6.1 above.

7. **CONTRIBUTIONS**

- 7.1 The Platform may allow you and other users of the Platform to submit content for use in or via the Platform or otherwise by us or third parties (each a “**Contribution**”). Please make sure your Contributions comply with our User Content Guidelines. To the extent that such Contributions are permitted by the Platform, you acknowledge that we do not write the Contributions. By using the Platform, you agree we have no responsibility to review the content of any Contributions and that all Contributions are made available on the basis that we are not required to and do not exercise any control in respect of their content.
- 7.2 We shall be entitled to remove, restrict, suspend or alter any user account and/or any Contribution for any reason in our absolute discretion including, without limitation, because conduct or content associated with such account or Contributions might be unacceptable, false or inaccurate.
- 7.3 You agree we may use, publish, edit, modify and adapt your Contributions for the purpose of providing and marketing the Platform and our products or services. You grant to us a perpetual, irrevocable, transferable, unrestricted non-exclusive right and licence and all necessary permissions, consents and licences required for us to use Your Contributions in that way.
- 7.4 You agree and undertake that you are entitled to make available, or post to or transmit to the Platform your Contributions and will not make available, or post to or transmit to the Platform any statement, material or other Contributions, nor use the Platform in any way that is in contravention of the User Content Guidelines.

7.5 You agree and undertake to accurately categorise your Contributions and ensure that your Contributions comply with all applicable laws and regulations and, where appropriate, are uploaded with suitable warnings and notices.

7.6 If you discover Contributions which you believe contravene these Terms please notify us at membership@lionscreativity.com.

7.7 In the event that you breach any provision of these Terms, we may, at our absolute discretion, suspend or terminate (in whole or in part) your access to the Platform or part thereof.

8. **PLATFORM RESTRICTIONS**

8.1 In using the Platform, you shall not:

8.1.1 hack, attempt to hack, modify, adapt, merge, translate, disassemble, decompile or reverse engineer or create derivative works out of any part of the Platform or any content or information contained in it, to the fullest extent permitted by applicable law;

8.1.2 make the Platform available to any third party, whether directly or indirectly;

8.1.3 use or deal in the Platform except as permitted by these Terms;

8.1.4 make any commercial use of the Platform, or any part of it, without our prior written consent;

8.1.5 use the Platform or process or use the content or information contained on or within the Platform unfairly or for any illegal or immoral purpose;

8.1.6 sell, distribute, reproduce, transfer, publicly display, translate, modify, adapt, create derivative works from, deconstruct, reverse engineer, decompile or disassemble, rent, lease, loan, sub-license or otherwise deal in copies or reproductions of the Platform or Content in any way including, without limitation, to build or support, and/or assist a third party in building or supporting, products or services competitive to us, or use (or permit the use of) the Virtual Items or Content to generate any statistical information which is sold or otherwise made available to any third party, except as expressly permitted by these Terms;

8.1.7 remove, delete, obscure, disable, modify, add to or tamper with any program code or data, copyright, trade mark or other proprietary notices and legends contained on or in the Platform or the Content;

- 8.1.8 create or attempt to create software which replicates or mimics any data or functionality in the Platform;
 - 8.1.9 remove, disable or circumvent any copy protection software contained on or within the Platform or Content; and
 - 8.1.10 falsely or inaccurately represent yourself both on the Platform and to other Users.
- 8.2 Notwithstanding clause 8.1, you may reverse engineer, decompile or disassemble the Platform only insofar as you are entitled to do so by the Copyright, Designs and Patents Act 1988 or other applicable law.
- 8.3 All works or copies of works arising from activities permitted by clause 8.2 shall belong to, vest in and be the exclusive property of us upon creation, and you shall permanently delete all such works in your possession or control immediately once you have concluded those activities. You assign (by way of present and, where appropriate, future assignment) all such rights to us.

9. **DEVICE AND INTERNET REQUIREMENTS**

- 10.1 Please make sure that that you have an adequate internet connection and that the devices you use have sufficient system capabilities and memory in order to properly use your Subscription, including to stream, virtually attend and/or interact as intended with the relevant Event and/or Virtual Items.

10. **AGE RESTRICTIONS**

- 10.1 You cannot use the Platform if you are under the age of eighteen (18). Additionally, age restrictions relevant for each Event may be made available on the Event's page and/or in descriptions available on the Platform. To attend the Event, you must be of an age which meets or exceeds the minimum age restriction relevant to that Event.
- 10.2 If you are under the age of legal capacity relevant to the country where you live and you purchase a Virtual Item or (as may be made available by us) a subscription to the Platform, you confirm that you have your parent's or legal guardian's consent to do so and that your parent and/or legal guardian has read and agreed to these terms.
- 10.3 **Young Lions Subscriptions.** To be eligible to purchase a Young Lions Subscription you must be aged 30 years old or under on the date of purchase. Proof of age (e.g. a copy of your passport or driving licence) must be provided when signing up to a Young Lions Subscription. If we are unable to verify your age or determine in our sole discretion that the proof of age provided is not satisfactory, then we reserve the right to reject your order. In the event of a dispute concerning the eligibility of a Young Lion our decision shall be final.

11. **INTELLECTUAL PROPERTY**

- 11.1 All right, title, interest and ownership rights and any and all copyrights, design rights, database rights, patents and any rights to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications or extensions therefor and all other intellectual property rights of any similar or equivalent type in any territory of the world in or connected with the Platform, including (without limitation) all guides, reports, databases, slide decks, other materials, Virtual Items and/or Events and each part thereof and any copies, translations, modifications, adaptations and any other derivative based on the Platform, Virtual Items and/or Events are owned by, belong to and vest in us and our licensors.
- 11.2 Provided you comply with these Terms, we grant you to a non-exclusive, non-transferable licence to use the Platform.
- 11.3 The Platform, Virtual Items and/or the Events may contain certain licensed materials licensed by third parties to us (for example, content belonging to an artist). All trade marks and other rights are the property of their respective owners.
- 11.4 The Platform, Virtual Items or Events may include intellectual property, or references, relating to third parties such as (without limitation) real-world events, people, organisations, places, stadia, venues, companies and competitions or other real-world references. Except where we may have licensed rights from the relevant party, we do not represent that we have a connection with or any arrangement with such rights owners. We may in some instances make limited use of unlicensed third party intellectual property for the limited purposes of providing information about and/or to identify real-world facts in an honest and fair way and as permitted by applicable law.
- 11.5 Without prejudice to clause 11.1, if you are a LIONS membership Subscriber and choose to participate in an edition of LIONS' pro-bono industry initiative, "The Brief", you grant to us, our group companies and the charity or not for profit organisation working on the applicable edition of The Brief, a perpetual, transferable, right and licence to copy, store, archive, amend, edit, reproduce, broadcast, publish and distribute your contribution to The Brief (and any part thereof) for any purpose including purposes related to The Brief and/or other commercial business purposes.

12. **SANCTIONS**

- 12.1 We are part of an enlarged corporate group which pledges to trade legally and respect all laws including the Trade Sanctions imposed by UK, EU and US Governments. We operate a "Group Sanctions Policy" which means that we cannot receive consideration from individuals based or residing in, or connected with, a country or organization which is subject to UK, EU or US

Government sanctions. We may refuse to accept a request for Membership from any such person for any reason.

12.2 Breach by either of us of these Sanctions provisions will be a material breach of these terms.

13. **TERMINATION**

13.1 We may temporarily discontinue the Platform, Virtual Item or an Event at any time for the purposes of upgrades, maintenance or other service administration reasons in our absolute discretion. We will use our reasonable endeavours to limit the duration of any such discontinuance.

13.2 We may terminate your Subscription at our absolute discretion if we reasonably believe that you have not complied with these Terms. Plus, we may take any action we deem reasonable against you if you do not comply with these Terms, which may include banning you from the Platform or an Event. We reserve the right to determine what conduct we consider to be in violation of, or otherwise outside the intent or spirit of, these Terms. However, if what you have done can be put right we will give you a reasonable opportunity to do so.

13.3 Without prejudice to the other provisions of these Terms, we may terminate your Subscription for any reason at our discretion upon reasonable notice to you and the following would apply:

13.3.1 if your Event registration was provided free of charge, you would not be entitled to compensation;

13.3.2 if you paid for a Virtual Item which allows access to a specific Event and we cancel the Event in accordance with this clause 13.1, we will provide you with a refund;

13.3.3 if you paid for a Virtual Item you will not be entitled to a refund if you had a reasonable opportunity to enjoy what you had paid for. If you did not have a reasonable opportunity to enjoy the paid-for Virtual Item, we may offer you a refund (full or partial), in our discretion (but no refunds will be given for consumable Virtual Items which were consumed); and

13.3.4 if you paid for a Subscription: (a) your Subscription will continue for its remaining period up until its expiry; or (b) we will refund you on a pro rata basis for your unavailable period of Subscription already paid for, in our reasonable discretion, unless you are in material breach of these Terms.

14. **OUR WARRANTIES AND LIMITATIONS OF LIABILITY**

14.1 Nothing in these Terms shall limit your statutory consumer rights which, by law, cannot be limited or excluded. For example, without limitation, if defective digital content we provide damages

your device due to our failure to use reasonable care and skill, we will either repair your device or compensate you.

- 14.2 Notwithstanding anything to the contrary, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes, without limitation, liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
- 14.3 Without prejudice to Clauses 14.1 and 14.2, we are only responsible to you for foreseeable loss and damage caused directly by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our materially breaching these Terms or our failing to use reasonable care and skill. We are not responsible for any loss or damage that is not direct or foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time your Subscription stated, both we and you knew it might happen.
- 14.4 We are not responsible for events outside of our control. If the provision of, or our support for, an Event is prevented or delayed by an event outside of our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the impact of such events, acting in accordance with these Terms.
- 14.5 We will provide your Subscription with reasonable care and skill.
- 14.6 Digital content provided by us pursuant to these Terms will be of satisfactory quality, fit for purpose and as described.
- 14.7 We do not guarantee that content provided as part of your Subscription will be free of errors, viruses or bugs or other defects; that any content or information displayed or distributed will be accurate or complete; and we do not guarantee that any defects in content will be corrected; or that operation will be uninterrupted.
- 14.8 We may link to, incorporate or use third party software and services, such as social networking or sharing features, within the Platform. Use of any such software or services is subject to the applicable terms of those third parties at the relevant time. You agree that you will comply with any such third party terms and conditions when using the Platform.
- 14.9 Where we make available links to third party websites, content or applications in the Platform, such links are provided for your information and convenience only. We are not responsible for the content or performance of the linked website or application. You acknowledge that you are responsible for reviewing and complying with the linked website's or application's terms of use, from time to time.
- 14.10 All content on the Platform (including that within any Virtual Items) is strictly for the purpose of criticism and review only and does not constitute any recommendation, endorsement or

promotion of the products or services featured therein by us, or any of our affiliates or otherwise, and no reliance should be placed on any part of the content on the Platform.

15. **CHANGES TO THESE TERMS**

15.1 We may need to change these Terms to reflect changes in law or best practice or to deal with additional features which we introduce. We will give you at least seven days' notice of any change in writing with details of the change or notifying you of a change when you next use the Platform. If you do not accept the notified changes you will not be permitted to continue to use the Platform.

16. **UPDATE TO THE PLATFORM AND CHANGES TO THE SERVICE**

16.1 From time to time we may automatically update the Platform and change the service to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

16.2 If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the Platform.

16.3 From time to time we may also amend the Platform and associated Membership Benefits. We will use reasonable endeavours to ensure that such amendments do not materially detriment the functionality or operation of the Platform or reduce the Membership Benefits in a substantial way. Where we believe that the Membership Benefits may be materially reduced we shall notify you in writing with no less than seven days' notice. Upon receipt of such notice you may cancel your Subscription.

17. **COOLING-OFF RIGHT**

17.1 Where you purchase a Virtual Item or Subscription from us, you may be entitled to cancel the purchase within fourteen (14) days and receive a refund (your "**Cooling-Off Right**"). However, where you access, or agree that we may begin to supply you with the Virtual Item or Subscription, before the end of that period, then you will no longer be entitled to change your mind and obtain a refund. If you have purchased a Virtual Item or Subscription, have not waived your right and wish to exercise your Cooling-Off Right to cancel, you can do so by sending an email to us at membership@lionscreativity.com.

18. **GENERAL**

18.1 These Terms constitute the entire agreement between us and you in respect of their subject matter.

- 18.2 No waiver by us of any failure by you to comply with or perform a provision of these Terms shall constitute a waiver of any preceding or subsequent failure.
- 18.3 We may transfer our rights and obligations under these Terms to another organisation (such as, without limitation, in the event of a business restructure or acquisition). We will let you know if that happens and we will ensure that your rights under these Terms are unaffected. You may not assign, transfer or otherwise deal your rights or obligations under these Terms.
- 18.4 These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce these Terms.
- 18.5 If any provisions of these Terms are held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 18.6 We hope that your Subscription is useful and enjoyable. But, if you have any comments or complaints, please let us know and we will do our best to resolve them as soon as we can. Likewise, we will contact you in the first instance if we believe that you have done something that is not allowed in these Terms. If either of us feels we need to take legal action, then we understand that as a consumer, you may take action in your local court. We may take action in England, or in your local court, and we will try to do so under English law.

Date of Last Revision: 11 April 2023

SCHEDULE 1

USER CONTENT GUIDELINES

You will not conduct, post, communicate, transmit or make available to or through the Platform, any statement, material, communication or other content or activity which:

1. is abusive, seditious, pornographic, aggressive, homophobic, defamatory, libellous, untrue, hateful, discriminatory, obscene, explicit, inflammatory or racist;
2. harasses, bullies or intimidates any person;
3. encourages any violation of these terms of use or impersonates any person or misrepresents your identity or affiliation with any person, or gives the impression that your Communications emanate from us;
4. involves the sending of unsolicited or unauthorised advertising or promotional material or SPAM;
5. is unlawful, malicious, misleading, discriminatory or which gives rise to civil or criminal liability, breaches regulation or applicable codes of conduct or which might call us or the Platform or any Contributions into disrepute;
6. infringes or is likely to infringe the intellectual property, contractual, confidentiality or other rights of us or any third party anywhere in the world or facilitates or encourages such infringement;
7. is or is likely to be technically harmful such as the introduction of computer viruses, worms, logic bombs or other malicious software or harmful data, or otherwise attempts to or actually does modify or interfere with the Platform or overburden or disrupt or adversely affect any computer or server used by the Platform;
8. constitutes or promotes any illegal or unlawful activity or any activity which otherwise results in a breach of applicable regulation or codes of conduct;
9. seeks or attempts to make any arrangement to meet a person under the age of 18;
10. contains any restricted material, including but not limited to passwords, medical information or confidential information of any person;
11. constitutes, at our absolute discretion, misuse of the Platform, or an attempt to gain unauthorised access to the Platform or parts thereof, or to the accounts of other users or networks or devices, or is likely to embarrass, alarm, annoy or harm another person;
12. infringes or is likely to infringe our intellectual property rights such as by using our directory to contact those in the directory in bulk and dissuade them from making use of our site or services, or to establish a competing directory, site or service by soliciting users in bulk from using our directory; or
13. solicits, invites, encourages, advocates, incites or provokes any or all of the foregoing or otherwise does not comply with the spirit as well as the letter of the preceding standards.