

TERMS & CONDITIONS

INSIDE LORD'S

1. **DEFINITIONS**

- 1.1 **+Account**: a 12-month rolling account known as "*Inside Lord's* +" offering access to the Inside Lord's Content via the Website;
- 1.2 Account: any +Account, Premium Account or Standard Account;
- 1.3 **Benefits**: a range of exclusive benefits you are entitled to receive as part of a Premium Account as detailed <u>here;</u>
- 1.4 **Charges**: the charges you have agreed to pay MCC for a (i) +Account; (ii) Premium Account; (iii) Virtual Event; or (iv) Virtual Experience which shall be as set out on the Platform. Unless stated otherwise, the charges are inclusive of VAT.
- 1.5 Inside Lord's Content: the Standard Content and Paid Content;
- 1.6 **Lord's**: Lord's Ground, London NW8 8QN;
- 1.7 Lord's Account: an account registered on the Website created pursuant to the Website Terms of Use;
- 1.8 Lord's Shop: MCC's online shop at: <u>https://store.lords.org/;</u>
- 1.9 **MCC**: Marylebone Cricket Club of Lord's Ground, London NW8 8QN;
- 1.10 **Paid Content**: such digital content provided by MCC including without limitation cricketing documentaries, coaching tutorials and exclusive features together the Virtual Events and Virtual Experiences, as further detailed <u>here</u>;
- 1.11 **Platform:** MCC's ticket platform at <u>http://tickets.lords.org;</u>
- 1.12 **Premium Account**: a 12-month rolling account known as "*Inside Lord's Premium*" offering access to the Benefits and the Inside Lord's Content via the Website;
- 1.13 **Priority Ticket(s)**: the right of priority to buy a Ticket for matches selected by MCC during a priority period before the general sale as notified by MCC;
- 1.14 **Renewal Date**: the date your +Account or Premium Account shall automatically renew being the first anniversary of the date you entered into the contract pursuant to Clause 3.6 and each anniversary thereafter;
- 1.15 **Standard Account:** an account known as "*Inside Lord's*" offering access to the Standard Content via the Website;
- 1.16 **Standard Content:** such digital content provided by MCC including without limitation iconic match highlights, player interviews and the best of all-time greats to have played at Lord's as detailed <u>here</u>;
- 1.17 **Terms & Conditions**: these terms & conditions;
- 1.18 **Ticket**: a ticket as defined in the Ticket Terms & Conditions;
- 1.19 **Ticket Terms & Conditions**: the terms & conditions for the sale and allocation of Tickets, which can be viewed at <u>https://www.lords.org/information/terms-and-conditions</u>;



- 1.20 **Virtual Event(s)**: any online or virtual conversation, event, presentation, masterclass, session or show hosted by MCC on the Website or other online environment used by MCC;
- 1.21 Virtual Experience(s): any virtual experience hosted by MCC on the Website;
- 1.22 **Website**: MCC's website known as: lords.org which hosts the Inside Lord's Content;
- 1.23 **Website Terms of Use**: the terms & conditions for the use of the Website, which can be viewed at <u>here;</u>
- 1.24 **Welcome Gift**: a £10.00 voucher to spend at the Lord's Shop for anyone who purchases a +Account or Premium Account;
- 1.25 **Year**: each 12-month period from the date you enter into the contract pursuant to Clause 3.6 (inclusive) and each 12-month period thereafter; and
- 1.26 **you/your**: the person who has registered and/or purchased an Account, Virtual Event or Virtual Experience.

2. <u>ACCESS</u>

- 2.1 These Terms & Conditions constitute the terms and conditions that apply to the use of your Account (including the Benefits and Inside Lord's Content).
- 2.2 Any person with a Lord's Account can register to have a Standard Account free of charge by subscribing on the Platform.
- 2.3 In addition to a Standard Account, subject to Clause 2.4, a person can purchase a subscription for a +Account or (subject to availability) a Premium Account in accordance with Clause 3 to have access to the Benefits and Paid Content.
- 2.4 MCC may not be able to offer access to a +Account or Premium Account to residents of certain countries. To find out whether you can purchase a +Account or Premium Account, please contact <u>subscriptions@mcc.org.uk.</u>
- 2.5 From time to time, the Website may be taken down and your access to your Account shall be suspended to allow work to be carried out relating to the upgrading or maintenance of the Website as necessary. MCC shall give as much notice as is reasonable in the circumstances and shall endeavour to ensure that such works are carried out as expeditiously as is possible in the circumstances.

3. PRICE AND PAYMENT

- 3.1 By making a purchase under this Clause 3, you agree to be bound by these Terms & Conditions and the Website Terms of Use. If there is an inconsistency between the Website Terms of Use and these Terms & Conditions, these Terms & Conditions shall take precedence.
- 3.2 When you make a purchase under this Clause 3, MCC uses a third-party payment processor, (**Payment Processor**) to bill you for the Charges. The processing of the Charges will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms & Conditions.
- 3.3 If MCC offers any promotions or special offers at any time, these Terms & Conditions will be deemed amended to take into account the terms and conditions of that special offer.
- 3.4 MCC shall endeavour to ensure the Charges are correct and accurate. If the Charges are displayed in error, MCC reserves the right to refuse or cancel your order provided MCC refunds any incorrectly priced Charges paid by you.

+Account and Premium Account



- 3.5 Subject to Clause 2.4, any person with a Lord's Account can purchase a subscription for a +Account or Premium Account online via the Platform through the Payment Processor. MCC accepts all major debit or credit cards for the Charges. Depending on your payment method, your card issuer may charge you certain fees, such as foreign transaction action fees or other fees relating to the processing of your payment. Local tax charges may vary depending on your payment method. All fees and charges are your responsibility.
- 3.6 You acknowledge that by clicking on the "*Pay Now*" button on the Platform you are agreeing to pay for access to a +Account or Premium Account. A contract to supply access to a +Account or Premium Account shall be created when MCC receives payment from you in full and cleared funds of the Charges and MCC has issued a confirmation of the purchase and details of how to access the +Account or Premium Account to the email address registered to your Lord's Account (**Account Confirmation Email**).
- 3.7 Once you have received your Account Confirmation Email you will be able to access the Benefits, the Inside Lord's Content and Welcome Gift. The Benefits and Paid Content will remain available throughout the Year until cancelled in accordance with these Terms & Conditions.
- 3.8 Unless you cancel in accordance with Clause 8.2, your access to a +Account or Premium Account will automatically renew on an annual basis. Subject to Clause 4.2, you authorise MCC to use the debit or credit card payment details you used under Clause 3.6 and you will be automatically charged for the Charges for your +Account or Premium Account on an annual basis on the Renewal Date.
- 3.9 If your payment method or details are declined when MCC attempts to retrieve payment for a +Account or Premium Account:
 - (a) MCC may contact you (using the contact details registered to your Lord's Account) to arrange payment;
 - (b) the affected +Account or Premium Account will be cancelled if you have not made payment within five working days; and
 - (c) you will be liable to MCC for any bank, other administrative charges and/or expenses incurred by MCC as a result of your breach of this Clause 3.9.

Virtual Events and Virtual Experiences

- 3.10 Any person with a Standard Account may purchase one-off Virtual Events or Virtual Experiences from time to time via the Platform through the Payment Processor. MCC accepts all major debit or credit cards for the Charges. Depending on your payment method, your card issuer may charge you certain fees, such as foreign transaction action fees or other fees relating to the processing of your payment. Local tax charges may vary depending on your payment method. All fees and charges are your responsibility.
- 3.11 You acknowledge that by clicking on the "*Pay Now*" button on the Platform you are agreeing to pay for access to the Virtual Event and/or Virtual Experience. A contract to supply access to the Virtual Events and/or Virtual Experience shall be created when MCC receives payment from you in full and cleared funds of the Charges and MCC has issued a confirmation of the purchase and details of how to access the Virtual Event and/or Virtual Experience to the email address you registered to your Lord's Account (**Virtual Confirmation Email**).
- 3.12 Once you have received your Virtual Confirmation Email you will be able to access the Virtual Events and/or Virtual Experiences for up to 72 hours after the Virtual Confirmation Email or any other limited period of time as notified by MCC.

4. TERM, RENEWAL AND CHANGES

4.1 Subject to Clause 8, each +Account or Premium Account purchased starts from the date you receive the Account Confirmation Email and pursuant to Clause 3.8, access to your +Account or Premium Account shall automatically renew.



- 4.2 You should update and confirm your payment details (even if there have been no changes to such details) before the end of each Year.
- 4.3 If MCC does not receive notice from you in accordance with Clause 8.2 then your (i) +Account or Premium Account shall automatically renew on the Renewal Date for the subsequent Year and (ii) you shall be deemed to have accepted the terms and conditions which apply to that subsequent Year.
- 4.4 MCC may change the type of Accounts and/or Charges from time to time. MCC will notify you at least one month before your Renewal Date of any changes to the Accounts or Charges for the subsequent Year. If you do not wish to accept the changes, you must notify MCC in accordance with Clause 8.2.
- 4.5 Notwithstanding Clause 4.1, MCC shall be entitled in its absolute discretion to withdraw your +Account or Premium Account from the automatic renewal process and/or amend such renewal process provided it is communicated to you sufficiently in advance.

5. INSIDE LORD'S CONTENT

- 5.1 MCC shall provide you with access to various features and services within the Inside Lord's Content.
- 5.2 As part of the Inside Lord's Content, MCC will provide access to certain video and audio footage, photographs, text images, statistics, logos and other media and intellectual property related to MCC. MCC and (if applicable) its licensors shall retain ownership of all intellectual property rights in the Content.
- 5.3 MCC may from time to time modify or discontinue the Inside Lord's Content for any reason without giving you notice. MCC may change the way it provides access to the Inside Lord's Content and will use reasonable endeavours not to make changes that materially adversely affect you during each Year, unless it is beyond MCC's reasonable control.
- 5.4 You agree that you are solely responsible for making all arrangements necessary for you to have access to the Inside Lord's Content and for all costs and expenses you may incur in relation to your use of the Website.
- 5.5 You acknowledge that the display of the Inside Lord's Content may vary between devices. Also, the streaming software used to deliver the Inside Lord's Content may require third party software and that may be subject to third party licences.
- 5.6 A Virtual Event may allow you to interact with other people and/or the Virtual Event speaker presenting at the Virtual Event (**Interactive Content**). MCC does not control and is not responsible for any Interactive Content.
- 5.7 MCC may, without notice to you, delete, move or edit any such Interactive Content or part of it.
- 5.8 You are responsible for Interactive Content and must not post, publish, link to, upload, download, send, distribute, use or re-use any content which:
 - (a) has been obtained in breach of confidence or contains confidential information;
 - (b) infringes any intellectual property rights or rights of privacy or other rights of any third party;
 - (c) is offensive, threatening, abusive, indecent, defamatory, obscene or is unlawful;
 - (d) constitutes unsolicited advertising or promotional material of any type; or
 - (e) constitutes or contains a virus or other harmful component or malware.

MCC is under no obligation to monitor Interactive Content.



5.9 If you cannot access any Inside Lord's Content, other than for reasons within your control, please contact subscriptions@mcc.org.uk.

6. <u>BENEFITS</u>

General

- 6.1 If you have a Premium Account you shall be entitled to the Benefits upon presentation of your Account Confirmation Email or any other method prescribed by MCC from time to time.
- 6.2 If you cannot access any Benefits, other than for reasons within your control, please contact <u>subscriptions@mcc.org.uk</u>.
- 6.3 MCC may vary or remove the Benefits at the sole discretion of MCC, from time to time.
- 6.4 In order to obtain certain Benefits, you may be asked to produce another form of picture identification, such as a driving licence or passport.
- 6.5 Please note that:
 - (a) the retail discount is only valid on items you purchase from the Lord's Shop; and
 - (b) sale items are excluded from any applicable discounts and the retail discount cannot be used in conjunction with any other offer or discount.
- 6.6 Any priority access and/or discounts granted through the Benefits, are subject to availability. Details of the Benefits shall be notified to the email address registered to your Account from time to time and may be subject to their own express terms and conditions.
- 6.7 From time to time, MCC may include competitions, prize promotions, draws or other offers as part of your +Account or Premium Account and may be subject to its own express terms and conditions and may not be available in all jurisdictions.
- 6.8 The Benefits are personal to you, and you are not permitted to share the Benefits with any other person.

Priority Tickets

- 6.9 A limited number of Priority Tickets are reserved for those with a Premium Account and will be sold subject to availability on a 'first come first served' basis. You shall be limited to purchase a maximum of two Priority Tickets per Year. A Priority Ticket does not guarantee access to the best seats at Lord's.
- 6.10 The Priority Ticket offer will only be available during the priority period notified by MCC or until the total number of Priority Tickets available for that match day are sold out, if earlier. The priority period may coincide with the ballot for the general sale of tickets and, if so, you may also wish to attempt to purchase tickets through the ballot.
- 6.11 By purchasing Priority Tickets using the Benefits, you agree to be bound by the Ticket Terms & Conditions.

7. YOUR OBLIGATIONS

- 7.1 You agree to use the Benefits and Inside Lord's Content in a manner consistent with any and all applicable laws and regulations in the country from which you have accessed the Benefits and Inside Lord's Content.
- 7.2 You must also follow MCC's reasonable instructions and requirements in relation to how you use your Account.



- 7.3 Your right to use your Account is personal to you only and you agree not to transfer the use of your Account to a third party or allow third parties to use your Account. You are responsible for all activity that occurs under your Account, including any activity by an unauthorised party. You must safeguard the confidentiality of your password, and if you are using a device that others have access to, log out of your Account after using the Website. If you become aware of an unauthorised access to your Account, change your password and notify MCC immediately by contacting <u>subscriptions@mcc.org.uk</u>. MCC will not be liable for any loss or damage whatsoever resulting from the disclosure of your password contrary to these terms and conditions.
- 7.4 You must not:
 - (a) abuse the Inside Lord's Content or use it for any unlawful purpose;
 - (b) transmit any computer viruses or any other disruptive or harmful contaminants through the Inside Lord's Content;
 - use the Inside Lord's Content in a way that may cause it and/or any equipment used by MCC to provide the Content to be interrupted, damaged, rendered less efficient or impaired;
 - (d) use the Inside Lord's 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);
 - (e) record, live stream, reproduce, modify, distribute, alter, disassemble, decompile, reverse engineer or publish any of the content of the Inside Lord's Content without MCC's prior written permission; or
 - (f) sell, assign, transfer or delegate all or any of your rights and obligations to another person or entity, or share use of the Inside Lord's Content or any content contained within it.

8. <u>CANCELLATION</u>

- 8.1 You will have 14 days from the date of purchase to cancel the contract formed under Clause 3.6 by contacting <u>subscriptions@mcc.org.uk</u> provided that you have not accessed any Benefits of Paid Content during that time. If you cancel pursuant to this Clause 8.1 you shall be entitled to a refund. However, if you cancel and you have accessed the Benefits and/or the Paid Content, you will not be entitled to a refund.
- 8.2 If you do not wish to renew access to your +Account or Premium Account for a subsequent Year, you can cancel the subscription at any point during that Year prior to the Renewal Date by contacting <u>subscriptions@mcc.org.uk</u>. If you cancel pursuant to this Clause 8.2, you will have access to the Benefits and Paid Content for the remainder of the Year but for the avoidance of doubt your +Account or Premium Account will not automatically renew for the following Year.

9. SUSPENSION AND TERMINATION

- 9.1 MCC may at any time suspend your use of the Benefits and Inside Lord's Content and/or deactivate your Account if:
 - (a) you are in breach of these Terms and/or other applicable terms and conditions;
 - (b) a competent regulatory authority requires the Inside Lord's Content to be closed;
 - (c) for technical or operational reasons beyond our control;
 - (d) MCC is required to in order to comply with applicable laws and regulatory requirements; or
 - (e) if MCC decides, at its discretion, to stop providing the Benefits and/or Inside Lord's Content in your country of residence.



- 9.2 Notwithstanding Clause 9.1(a) MCC reserves the right to take other actions as may be set out in these Terms & Conditions and/or as MCC deems appropriate.
- 9.3 Should MCC terminate access to your +Account or Premium Account for any reason set out in Clause 9.1(b) to 9.1(e), MCC will refund to you a proportion of any Charges that you have paid calculated on a pro rata basis by reference to the period of time for which you have paid to MCC but for which you will not receive access to your +Account or Premium Account.

10. INDEMNITY

You agree to indemnify us against all claims, liability, damages, costs and expenses, including legal fees, which we or our employees, officers and agents incur, directly or indirectly, from your failure to comply with these Terms or arising out of your use of the Website or the Inside Lord's Content.

11. LIABILITY

- 11.1 Subject to Clause 11.4:
 - (a) you expressly agree that your use of the Website is at your own risk. The Website (including for the avoidance of doubt, the Inside Lord's Content) is provided on an "as is" and "as available" basis for your use, and to the extent permitted by applicable law, MCC hereby expressly disclaims any and all warranties, express and implied, including but not limited to any warranties of accuracy, reliability, title, merchantability, non-infringement, fitness for a particular purpose or any other warranty, condition, guarantee or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy or completeness of any information contained therein or provided by the Website;
 - (b) MCC does not represent or warrant that access to the Website will be uninterrupted or that there will be no failures, errors or omissions or loss of transmitted information, or that no viruses will be transmitted via the Website. MCC does not guarantee that you will be able to access or use the Website at times or locations of your choosing, or that MCC will have adequate capacity for the Website as a whole or in any specific geographic area;
 - (c) you acknowledge that the Inside Lord's Content provided by the speakers or attendees at the Virtual Event does not necessarily reflect the views or opinions of MCC or any MCC member of staff. MCC does not endorse, and expressly disclaims all liability relating to, any of the Content provided by speakers, attendees at the Virtual Event;
 - (d) MCC makes no representations as to accuracy, completeness, timeliness, suitability, or validity of any Inside Lord's Content and will not be liable for any errors, omissions or delays in the Inside Lord's Content or any losses, injuries or damages arising from its display or use; and
 - (e) neither MCC nor any of, employees or other representatives will be liable for any damages (whether direct, indirect, special, consequential or punitive damages), in contract, tort or otherwise including negligence, or any other loss or income, profits, goodwill, data, contracts, arising out of or in connection with the use of (or any business interruption to or viruses alleged to have been obtained from) the Website and/or Inside Lord's Content (or any materials contained on it).
- 11.2 You confirm that MCC shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the Website and/or Inside Lord's Content. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.
- 11.3 MCC is not responsible for any technical glitches or malfunctions or any other problems out of its control that result in the Benefits or Inside Lord's Content not being available.



- 11.4 Nothing in these Terms & Conditions shall exclude or limit the liability of any person for death or personal injury resulting from its wilful or negligent act or omission or any fraudulent conduct or that of any of its representatives or for any act, omission or matter, liability for which may not be excluded or limited under any applicable laws.
- 11.5 To the extent there is any liability on MCC this shall be limited in aggregate to the Charges paid by you for your access to a +Account or Premium Account or the Virtual Event or Virtual Experience that directly gave rise to the relevant claim. If you have a Standard Account, you acknowledge that your sole and exclusive remedy in respect of such claim is to cease using the Website unless your claim relates to a Virtual Event or Virtual Experience you have purchased. To the extent that MCC may not, as a matter of applicable law, disclaim any warranty or limit liability as set out in these terms and conditions, the scope of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

12. EVENTS OUTSIDE MCC'S CONTROL

MCC shall not be liable to you if we fail to comply with these Terms & Conditions because of circumstances beyond our reasonable control.

13. AMENDMENT

MCC reserves the right to make amendments to these Terms & Conditions from time to time. Any changes are effective immediately and up to date versions of these Terms & Conditions will be made available on $\underline{MCC's}$ website.

14. STATUTORY RIGHTS

These Terms & Conditions shall not affect your statutory rights as a consumer.

15. SEVERANCE

If any of these Terms & Conditions are determined to be invalid or otherwise unenforceable by reason of the application of any law, such provisions shall be severed and deleted from these Terms & Conditions and the remainder of these Terms & Conditions shall continue to have full force and effect.

16. <u>CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999</u>

No third party shall have the right to enforce any of these Terms & Conditions under the Contracts (Rights of Third Parties) Act 1999.

17. PERSONAL DATA

Any personal data collected by MCC shall be processed by MCC in accordance with MCC's Privacy Notice, which may be viewed at lords.org/privacynotice.

18. GOVERNING LAW AND JURISDICTION

These Terms & Conditions shall be governed by English law. Any dispute arising from or in connection with these Terms & Conditions shall be subject to the exclusive jurisdiction of the English courts. Notwithstanding the foregoing, MCC reserves the right to pursue legal proceedings in a competent court of your domicile, where such proceedings shall be governed and interpreted in accordance with English law.

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