

## **LORD'S WEBSITE**

### **TERMS OF USE**

#### **1 ABOUT OUR TERMS**

- 1.1 [lords.org](https://lords.org) and any of its content (**Website**) is managed by Marylebone Cricket Club (**we, us or our**) incorporated in England by Royal Charter under number RC000862 with its place of business at Lord's Ground, London NW8 8QN.
- 1.2 These terms of use (**Terms**) explain how we will allow you, the person accessing or using the Website (**you or your**) to access and use the Website and to register for services including without limitation the purchase of tickets or use of additional digital content (**Services**) provided by us from time to time.
- 1.3 You should read these Terms carefully before using the Website. By using the Website or otherwise indicating your consent, you acknowledge that you have read, understood and agree to be bound by these Terms.
- 1.4 The Terms refer to the following additional terms, which also apply to your use of the Website:
- (a) [Privacy Notice](#), your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Notice, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
  - (b) [Cookie Policy](#), which sets out information about the cookies on the Website.
- 1.5 If you purchase or use any Services from the Website, separate terms and conditions may apply, which will be brought to your attention.

#### **2 ACCESS TO THE WEBSITE**

- 2.1 The Website is provided by us to you free of charge for information or entertainment purposes only.
- 2.2 You will be required to register an account with us before you can access or use some parts of the Website and/or Services (**Account**). Use of the Services is conditional upon your acceptance of these Terms. By registering with us or otherwise indicating your acceptance of these Terms you are also undertake that:
- (a) you are at least 13 years old;
  - (b) the information which you provide when you register is true, accurate and complete;
  - (c) you will keep such information up to date; and
  - (d) these Terms apply to you and you accept them fully.
- 2.3 Any personal information you provide to us as part of the registration process will be processed in accordance with our Privacy Notice.
- 2.4 We are not obliged to permit anyone to register for an Account and we may refuse, terminate or suspend anyone's Account at any time.
- 2.5 You are at all times responsible for maintaining the confidentiality of your Account details (including your password) and for all activities that occur under your Account. We recommend that you sign out of your Account at the end of each session.

- 2.6 You agree to immediately notify us of any unauthorised use of your Account or password or any other related unauthorised activities in connection with your Account. You acknowledge that we shall not be liable for any loss or damage arising from your failure to comply with these obligations.
- 2.7 If we have reason to believe there is likely to be a breach of security or misuse of the Website through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your Account.
- 2.8 We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.
- 2.9 You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

### **3 CHILDREN**

- 3.1 We appreciate that many children are cricket fans and understand that they may visit the Website. All children must have the permission of their parents or legal guardian before submitting or requesting any content or information to/from us or before buying anything through the Website. Details as to our use of information relating to children is detailed in the Privacy Notice.
- 3.2 We may ask you to confirm your age before accessing certain parts of the Website and/or certain Services, and children may be required to verify through their parent or legal guardian.
- 3.3 Parents or legal guardians should supervise minors when online and we recommend parental control tools be put in place. Any minor using the Website and Services offered is confirming that they have received the consent of their parent or a guardian to do so.

### **4 USING THE WEBSITE**

- 4.1 The Website is for your personal and non-commercial use only.
- 4.2 You agree that you are solely responsible for making all arrangements necessary for you to have access to the Website and for all costs and expenses you may incur in relation to your use of the Website.
- 4.3 We make no promise that the Website is appropriate or available for use in locations outside of the UK. If you choose to access the Website from locations outside the UK, you acknowledge you do so at your own risk and are responsible for compliance with local laws where they apply.
- 4.4 We try to make the Website as accessible as possible. If you have any difficulties using the Website, please contact us [digital@mcc.org.uk](mailto:digital@mcc.org.uk) or use the website accessibility tools available on the home page of the Website.
- 4.5 As a condition of your use of the Website, you agree not to use the Website:
  - (a) for any purpose that is unlawful under any applicable law or prohibited by these Terms;
  - (b) to commit any act of fraud;
  - (c) to impersonate any person, or falsely or inaccurately suggest or indicate any connection, affiliation or relationship with any person or entity;

- (d) for purposes of promoting unsolicited advertising or sending spam;
- (e) to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
- (f) in any manner that interferes or disrupts the operation of our Website or business or the website or business of any other entity;
- (g) in any manner that harms children;
- (h) to promote any unlawful activity (including but not limited to the promotion or sale of any unlawful goods or services);
- (i) to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
- (j) to attempt to circumvent password or user authentication methods.

4.6 In addition to Clause 4.5, you agree not to:

- (a) misuse or attack our Website by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack);
- (b) modify, adapt, translate, screenscape, reverse engineer, decompile or disassemble any portion of the Website or aggregate data from the Website; or
- (c) attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website.

## **5 CONTENT**

- 5.1 The intellectual property rights in the Website and in any video and audio footage, photographs, text images, statistics, logos or other multimedia content, software or other information or material submitted to or accessible from the Website (**Content**) are owned by us and our licensors.
- 5.2 We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.
- 5.3 Nothing in these Terms grants you any legal rights in the Website or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Website or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Website or the Content.
- 5.4 You may not copy, download, reproduce, republish, broadcast, transmit in any manner whatsoever, any Content except as is strictly necessary for your own personal non-commercial use and expressly permitted by law.
- 5.5 The names, trademarks, images and logos identifying us or third parties and our or their products and services are subject to copyright, design rights and trade marks owned by us and/or the relevant third parties. These Terms do not give you any licence or right to use any of our trade marks, design rights or copyrights or those of any third party (and shall not in any circumstances whatsoever be considered to do so).

- 5.6 We may from time to time modify or discontinue the Content for any reason without giving you notice. We may change the way it provides access to the Content.

## **6 ACCURACY OF INFORMATION AND AVAILABILITY OF THE WEBSITE**

- 6.1 We try to make sure that the Website is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Website will be fit or suitable for any purpose. Any reliance that you may place on the information on the Website is at your own risk.
- 6.2 We may suspend or terminate access or operation of the Website at any time as we see fit.
- 6.3 Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Website and its Content.
- 6.4 While we try to make sure that the Website is available for your use, we do not promise that the Website will be available at all times or that your use of the Website will be uninterrupted.

## **7 THIRD-PARTY SITES**

The Website may contain hyperlinks or references to third party advertising and websites other than the Website. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site and is at your own risk.

## **8 SUSPENSION OR TERMINATION**

- 8.1 We may at any time suspend your use of all or part of the Website and/or access to the Services and/or deactivate your Account if:
- (a) you are in breach of these Terms and/or other applicable terms and conditions;
  - (b) we are unable to verify or authenticate any information you have provided to us, where we need to do so;
  - (c) for technical or operational reasons beyond our control;
  - (d) if we are required to in order to comply with applicable laws and regulatory requirements.
- 8.2 Notwithstanding Clause 8.1(a) we reserve the right to take other actions as may be set out in these Terms and/or as we deem appropriate.

## **9 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 Services.

## **10 LIABILITY**

- 10.1 Subject to Clause 10.4:
- (a) you expressly agree that your use of the Website is at your own risk. The Website (including for the avoidance of doubt, the Content) is provided on an "as is" and "as available" basis for your use, and to the extent permitted by applicable law, we 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) We do 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. We do not guarantee that you will be able to access or use the Website at times or locations of your choosing, or that we will have adequate capacity for the Website as a whole or in any specific geographic area;
  - (c) neither we nor any of our 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.
- 10.2 You confirm that we are not liable to you or any third party for any modification to, suspension of or discontinuance of the Website. 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.
- 10.3 We are not responsible for any technical glitches or malfunctions or any other problems out of its control that result in the Website not being available.
- 10.4 Nothing in these Terms 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 EVENTS BEYOND OUR CONTROL**

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control.

## **12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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

## **13 AMENDMENT**

We reserve the right to make amendments to these Terms, the Privacy Notice or Cookie Policy from time to time. Up to date versions will be made available as soon as practicable on [our website](#).

## **14 SEVERANCE**

If any of these Terms 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 and the remainder of these Terms shall continue to have full force and effect.

## **15 GOVERNING LAW AND JURISDICTION**

These Terms shall be governed by English law. Any dispute arising from or in connection with these Terms 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.

*Last updated September 2024*