WEBSITE TERMS

These terms and conditions (the "Website Terms") are the terms on which this website is made available to you ("You"/"Your"). By accessing the Website you agree to be bound by these Website Terms.

Any products or services which we make available to you on or via the Website are subject to additional terms and conditions (the "Service Terms") which will be notified to you when you access the relevant parts of the Website.

1. INFORMATION ABOUT US

- 1.1 **We are Indigo Media & Events Ltd**, a company registered in England and Wales under registration number 13821157 and our registered address is Frontier Media Group Ltd, 23a Kettering Street, London, SW16 6QA United Kingdom ("We"/ "Us"/"Our").
- 1.2 If you have any questions, complaints or comments on this Website then you may contact us at jon@floodex.co.uk.

2. INTELLECTUAL PROPERTY

- 2.1 Your use of the Website and its contents grants no rights to you in relation to our intellectual property rights including, without limitation, trademarks, logos, graphics, photographs, animations, videos and text or the intellectual property of third parties in the Website and its contents.
- 2.2 You may not copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the services, web pages or materials on the Website or the computer codes of elements comprising the Website other than for your own personal use. Subject to the above, you may download insubstantial excerpts of this content to your hard disk for the purpose of viewing it provided that no more than one copy of any information is made. 2.3 Any use other than that permitted under this clause 2 may only be undertaken with our prior
- 2.3 Any use other than that permitted under this clause 2 may only be undertaken with our prior express authorisation.
- 2.4 We do not encourage the submission of any confidential or proprietary information from you. Should you choose to submit information, text, photos, graphics or other content to us via the Website, you grant us a right to use (and waive any moral rights you may have in) such materials at Our own discretion including, without limitation, to edit, copy, reproduce, disclose, post and remove such materials from the Website. By submitting any such material to us you are representing that material as your own original work.

3. LINKS TO AND FROM OTHER WEBSITES

- 3.1 You may establish links to the Website provided:
- You link only to the home page of the Website;
- You do not remove or obscure, advertisements, the copyright notice or other notices on the Website;
- You give us notice of such link by sending an e-mail message to us at jon@floodex.co.uk
- You immediately stop providing links to the Website if notified by us.
- 3.2 We may provide links to other websites from time to time (via advertising or otherwise). These links are provided for your ease of reference and convenience only. We do not control such third party websites and are not responsible for their contents. Our inclusion of links does not imply any endorsement of the material contained in such websites or any association with their operators. You acknowledge that we will not be party to any transaction or contract with a third party that you may enter into and we shall not be liable to you in respect of any loss or damage which you may suffer by using those websites. You agree that you will not involve us in any dispute between you and the third party.

4. YOUR USE OF THE WEBSITE

- 4.1 You agree that in using the Website You will not:
- impersonate any other person or other entity or use a false name or a name that you are not authorised to use;
- use the Website in any way that may lead to the encouragement, procurement or carrying out of any criminal activity:
- transfer files that contain viruses, trojans or other harmful programs;
- access or attempt to access the accounts of other users or to penetrate or attempt to penetrate the Website security measures; or
- damage, disable or impair the operation of this Website.

4.2 We reserve the right to suspend, restrict or terminate your access to this Website at any time without notice at our discretion if we have reasonable grounds to believe You have breached any of the restrictions above.

5. PRICES AND VAT

5.1 We have taken reasonable precautions to ensure that all prices quoted on the website are correct. Although we aim to keep the prices as up to date as possible we cannot confirm the price of your order until it is accepted in accordance with .our registration terms & condition's

5.2 Except where indicated, prices on the Website are exclusive of VAT.

6. YOUR PROMISES TO US

6.1 You confirm that:

- You are 18 years of age or older;
- all information and details provided by you to us (including on registration) are true, accurate and up to date in all respects and at all times (note that you can update or correct your personal details at any time by amending your account details) or emailing us at a.held@closerstillmedia.com and
- You will comply with the restrictions on your use of the Website as set out in paragraph 4 and as set out elsewhere in these Website Terms.
- 6.2 You agree to compensate us for any claim made by or damages owed to (including any legal fees in relation to such claim for damages) a third party in respect of any matter in relation to or arising from your use of the Website including any breach or suspected breach of these Website Terms or your violation of any law or the rights of a third party.

7. OUR LEGAL OBLIGATIONS AND LIMITS ON LIABILITY

- 7.1 Nothing in these Website Terms shall exclude or limit our liability for fraudulent misrepresentation or for death or personal injury resulting from our negligence or negligence by our employees or agents. 7.2 We do not accept any liability for damage to your computer system or loss of data that results from your use of the Website and we cannot guarantee that any files that you download are free from viruses, contamination or destructive features.
- 7.3 Whilst we use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to our attention, we do not promise that the information on the Website itself will be free from errors or omissions.
- 7.4 Although we endeavour to notify our users in advance of any service unavailability, we do not promise that the Website will be available uninterrupted and in a fully operating condition. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control.
- 7.5 All content and services on the Website are provided on an 'as is' and 'as available' basis. We do not make any representation or give any promises (whether express or implied) in respect of the Website or its content, including, without limitation, any advice given (on a personal or general basis) and statements made by advertisers on or via the Website. Any decisions or action taken by you on the basis of information provided on or via the website are at your sole discretion and risk 7.6 Nothing in this clause 7 shall restrict your statutory rights (including your rights to receive a reasonable standard of service).
- 7.7 Our liability in tort, contract, negligence, pre-contract or other representations or otherwise arising out of or in connection with and/or these Website Terms or your use of the Website shall be limited in aggregate to the net payment to us from you and in any event shall not exceed the cost of the admission ticket.
- 7.8 We are not responsible for:
- losses not caused by our breach of this agreement;
- any loss of profits or any indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and us at the time of entering into this agreement; or
- failure to provide our services or to meet any of our obligations under this Agreement where such failure is due to any cause beyond our reasonable control which prevents us from providing our services or fulfilling any of our other obligations under this Agreement and includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God.

8. SECURITY AND PRIVACY

8.1 You must read our privacy and cookie policy which contains important information about the use of your personal data and information regarding your privacy and our security processes and policies.

8.2 We will co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity of or locate anyone for the prevention or detection of crime or the apprehension or prosecution of offenders. There may be other circumstances in which we may be required by law to disclose information about you or your use of the Website.

9. CHANGES TO THESE TERMS AND CONDITIONS

We are constantly looking for new ways to improve our services and this Website. We therefore reserve the right to amend these Website Terms or the Service Terms at any time. All such changes will take effect once they have been posted on the Website and you will be deemed to have accepted any such changes by your use of the Website from such time.

10. TRANSFER OF THIS AGREEMENT

- 10.1 We may wish to transfer our rights or obligations or sub-contract our obligations under this Agreement to another other legal entity. You agree that we may do so provided that this will not adversely affect the standard of service you receive under this Agreement
- 10.2 In the case of transfer only, after we notify you of the date on which we will transfer our rights and obligations under this Agreement to another legal entity, your only rights under or in connection with this Agreement will be against the new legal entity and not against us.
- 10.3 This Agreement is personal to you. You may not transfer your rights or obligations under this Agreement to anyone else.

11. SEVERENCE

If any provision of these Website Terms is found by a court or a regulator to be invalid or unenforceable the other provisions shall continue to apply.

12. WAIVER

If you breach these Website Terms and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach these Website Terms.

13. TERMINATION

We reserve the right to decline a new registration, terminate your right to link to the Site, remove you as a user of this Site, and/or prevent any further use if you violate any of the Website Terms.

14. GOVERNING LAW AND JURISDICTION

In the event of any dispute between you and us concerning these Website Terms or the Service Terms, the laws of England will apply. If you wish to take court proceedings against us you must do so within England.