

# TERMS OF SERVICE

## EVENT TERMS AND CONDITIONS

### A. Definitions

"**Event**" means the WeWork Summer Camp hosted by WeWork Management LLC and/or any of its affiliates ("**WeWork**") which You have bought a Ticket to attend.

"**Promoter**" or "**Us**" means WeWork Management LLC and/or any of our affiliates; in each case including each respective companies' subsidiaries, holding companies, any subsidiaries of its holding companies and its agents, contractors, sub-contractors, representatives, servants and employees.

"**Terms and Conditions**" means these terms and conditions.

"**Ticket**" or "**Tickets**" means Event Tickets and Weekend Tickets. "**Event Ticket**" means any valid ticket or wristband which permits You to attend the Event or any valid wristband for which You have exchanged Your valid ticket at the Event. "**Weekend Ticket**" means any valid ticket or wristband which permits You to attend the Event for the entire weekend from [August 17] to [August 19] (inclusive). Where a provision distinguishes between ticket types, that provision shall apply only to the ticket type it references. Where a provision does not specify the ticket type to which it applies, then it shall apply regardless of ticket type.

"**Venue**" means the site for WeWork Summer Camp 2018, which is scheduled to be held within Eridge Park, Tunbridge Wells (Eridge Green Tunbridge Wells TN3 9JT, UK); or such other site, on which the Event may take place from time to time.

"**Event Website**" means the official online website for WeWork Summer Camp 2018 owned and operated by WeWork and available at: <https://summercamp.wework.com/>.

"**Event Customer Account Website**" means the online portal for accessing and managing purchases and payment information available at: <https://summercamplogin.wework.com/>.

"**You**" or "**Customer**" means you as the holder of the Ticket and "**Your**" shall be read accordingly.

## **B. Status of these Terms and Conditions**

1. All Tickets are sold subject to these Terms and Conditions and the terms and conditions of the authorized third-party ticket outlet, as applicable. Please read these Terms and Conditions carefully prior to purchase and raise any queries with the Promoter prior to purchase. Purchase of any Ticket constitutes acceptance of these Terms and Conditions on Your behalf and on behalf of any person for whom You are purchasing Tickets.
2. These Terms and Conditions are subject to change from time to time without notice and in our sole discretion. We will notify You of amendments to these terms and conditions by posting them to the Event Website.

## **C. Purchase of Tickets**

1. There are a limited number of Tickets, and therefore purchase of Tickets is strictly subject to availability.
2. You will have the option of paying for the full price of Your Ticket(s) at the time of purchase (“Pay in Full Option”), or the option of purchasing Your Ticket(s) through a deposit and regular monthly payments (“Monthly Plan Option”). If You choose the Monthly Plan Option, You agree to pay a deposit reflecting a set percentage of the Ticket(s) price, and to pay the remaining balance of the Ticket(s) price in monthly payments terminating on or before May 15, 2018. Payments will be charged in proportional amounts once each month following Your initial purchase. Monthly payments will be charged on the day of the month corresponding to the date of Your purchase. The full price of the Ticket(s) must be paid on or before May 15, 2018. If the full price of the Ticket(s) is not paid in full on or before May 15, 2018, Promoter reserves the right to cancel Your booking without refund of the deposit or any payments already paid. Unless another credit card is submitted by You via Your Customer Account on the Event Customer Account Website, monthly payments will automatically be billed to the credit card used to make Your initial deposit and purchase.
3. Possession of a Ticket does not confer any rights (by implication or otherwise) on You to use, alter, copy, or otherwise deal with any of the symbols, trademarks, logos of WeWork and/or intellectual property appearing on the Ticket.
4. Tickets are personal revocable licenses and shall at all times remain the property of the Promoter and subject to these Terms and Conditions.

## **D. Ticket Refunds and Cancellation**

1. Tickets cannot be transferred, exchanged or refunded once purchased unless the Event

is cancelled or rescheduled.

2. Liability for the cancellation or rescheduling of an Event, or for material changes to an Event, will be limited to a refund as set out in these Terms and Conditions. The total refund for a Ticket shall be the face value of the Ticket purchased (booking fees and any transaction fees are not refundable). Personal arrangements including travel, subsistence and accommodation in relation to the Event which have been arranged by You are made at Your own risk and the Promoter will not have any liability for any such loss of enjoyment or wasted expenditure in addition to refunding the face value of the Ticket. Where the cancellation takes place part-way through an Event, You may only be entitled to a refund of part of the face value which You paid for the Ticket.
3. No refunds or compensation will be considered for any reason other than as set out in clause D(2) above.
4. It is Your responsibility to check that the Event has not been cancelled, rescheduled or made the subject of a material alteration. Information on such matters will be made available on behalf of the Promoter as soon as reasonably practicable on the Event Website and/or at the Venue. Customers are advised that the Event Website cannot always be updated immediately and that circumstances giving rise to cancellation, postponement or material alterations can sometimes arise immediately prior to an Event.
5. Tickets will not be refunded where they have already been used to gain entry to the Event.
6. The Promoter will not be responsible for any Ticket that is lost, stolen or destroyed. You are solely responsible for the safe-keeping of Your Ticket. It is not always possible to issue duplicate Tickets. If duplicates are issued, a reasonable administration fee may be charged.

## **E. Event Entry and Times**

1. Only Customers holding a valid Ticket will be admitted to the Event.
2. You must retain any Tickets on Your person at all times during the Event.
3. Your Ticket may be invalidated if any part of it is removed, altered or defaced.
4. Each Ticket has a unique QR code or alternative unique identifier and only allows one entry to the Event. Tickets may incorporate embedded radio frequency identification so as to ensure appropriate identification, payment and security details and you hereby consent to the use of such information.
5. Tickets are sold subject to the Promoter's right to alter or vary the published Event program which may result in changes to the performance line-up, playing times or any other aspect of the Event. The Promoter reserves all rights in this regard. Any advertised start and finish times of a performance at the Event are estimates only and are subject to change. The Promoter shall not be liable for any change of a published start or finish time. Any changes to the Event pursuant to this paragraph D(5) shall not trigger the obligations

of the Promoter pursuant to paragraph C(2).

## F. Unauthorized Ticket Agents and Touting

Tickets bought from unauthorized agents are not valid and admission will not be granted to the Event with any Ticket bought from unauthorized agents. The following guidelines are not intended to be an exhaustive list of precautions which You should take to avoid obtaining an unauthorized Ticket:

- Do not buy from an unofficial ticket agent. If You are in doubt as to whether or not a ticket agent is authorized please consult the relevant Event Website or contact us in advance of the ticket purchase and we will be happy to assist. You can contact us in respect of the Event as follows: [summercamp@wework.com](mailto:summercamp@wework.com).
  - Do not buy from internet auction sites or exchange/buy tickets on social networking sites such as Facebook.
  - If You live in the U.K., do not buy from a website with an overseas office address, or with no registered address shown.
  - Do not buy from another individual or tout, either in advance of, or outside, the Event.
    - Consult the guidance available with respect to event tickets at [www.citizensadvice.org.uk/consumer](http://www.citizensadvice.org.uk/consumer)
1. If we are aware that You have bought Tickets anywhere other than from official authorized outlets, You will not be granted access to the Event. Tickets are non-transferable, which means that once purchased You cannot sell them on to others. The Promoter will be unable to assist You and will have no liability towards you if You have bought from an unauthorized source, as we will have no purchase history available for the Ticket.
  2. If You do encounter problems, contact (i) Your credit card issuer as soon as possible, (ii) Your local Trading Standards Office, and, (iii) if You believe a criminal offence has taken place, the police. Please note that touting of tickets for music events or sale of tickets for music events on the secondary market is not currently a criminal offence in England and Wales but if You are not sure whether a criminal offence has taken place then ask advice first from Your card issuer and local trading standards office. For more information about ticket touts please visit the Citizens Advice Bureau website at [www.citizensadvice.org.uk/consumer](http://www.citizensadvice.org.uk/consumer) which provides practical advice on buying event tickets.
  3. Occasionally due to genuine circumstances You may find Yourself with a spare Ticket. In the event that You do, please contact [summercamp@wework.com](mailto:summercamp@wework.com). Do not sell any Tickets on an unauthorized auction site or sell to a Ticket tout or unauthorized online agency. If You do the purchaser of the Ticket may not be able to enter the Event under

these Terms and Conditions. The purchaser may bring a legal claim against You for selling a Ticket which does not permit access to the Event.

4. You may not re-sell or transfer a Ticket for commercial gain. If a Ticket is re-sold, transferred or advertised for profit or commercial gain or used for competitions, promotions or hospitality packages by anyone other than the Promoter, or an authorized sub-agent, it will be void and You will be refused entry to, or ejected from, the Venue without refund. Tickets cannot be exchanged.
5. We reserve the right to cancel any Ticket booking which we reasonably believe to have been made with a view to resell such Tickets or where the Ticket has been purchased using fraudulent means, such as credit card fraud.
6. Tickets may be restricted to a maximum number per person per credit card or per household. These restrictions will be notified to You by our ticket agents and on our Event Website before You make Your booking. We reserve the right to cancel Tickets purchased in excess of this number without prior notice to You of such cancellation.
7. Tickets obtained in breach of these Terms and Conditions shall be null and void and the Promoter may refuse admission to, or eject You from, the Venue. Any person seeking to use a void Ticket in order to gain or provide entry to an Event will be considered to be a trespasser and will be ejected and liable to legal action. Void Tickets are non-refundable.
8. You shall indemnify and hold harmless WeWork for any claims or actions resulting from your resale or transfer of Event Tickets through unauthorized channels in breach of these Terms and Conditions.

## **G. Age Restrictions**

1. All age restrictions set out herein are subject to the terms of the Event license and therefore are subject to change. We advise that you check in advance of purchasing a Ticket that the age restrictions set out herein continue to apply.
2. The following identification documents can be used as proof of age for entering the Event:
  - Current Passport
  - Current Driver's License
  - VALIDATE UK
  - CitizenCard
  - NUS Card
  - PASS Card
3. In order to attend the Event You must be at least twenty-one (21) years of age – proof of identity and age must be provided in order to obtain entry to the Event.

## H. The Event

1. The Event is subject to license.
2. The Promoter reserves the right to refuse You entry to and/or eject You from the Event, in particular (but without limitation): for health and safety or licensing reasons; if You behave in a manner which is disrespectful or has or is likely to affect the enjoyment of other persons at the Event; if You use threatening, abusive or insulting words or mannerisms; if, in the Promoter's reasonable opinion, You are acting under the influence of alcohol or drugs; if You fail, when required, to produce proof of identity or age; if You refuse to comply with the Promoter's security searches; if You breach these Terms and Conditions; or if Your Ticket is void.
3. If before or during the Event You have a complaint in relation to the Event (including without limitation in relation to Your ability to view the Event), please contact the Promoter or a steward promptly.
4. **Warning** - Prolonged exposure to loud noise may cause damage to Your hearing. Please be aware that strobe lighting may be used during the Event. Please consult a medical professional if you have any concerns with respect to your exposure to loud noise or strobe lighting.
5. The Event operates licensed bars and You need to be over the age of twenty-one (21) to purchase alcohol at the Events. Please be aware that You may be asked to provide proof of identification if we think that You look twenty-one (21) years or younger, and You will not be served alcohol if You are unable to do so.
6. You will be issued with a RFID wristband recording Your entitlement at the Event, each wristband has a daily credit allowance for food and drinks. Alcoholic drinks will run down the total credit on the wristband, applying a limit on the amount of alcohol each person can consume each day. Soft drinks and water will not run down credit on the wristbands. If additional credits need to be added, You can visit a refill station provided that Promoter and his employees and agents reserve the right to refuse to add additional credits to the wristband if in their sole discretion they see fit to do so.
7. By attending the Event, You give Your express consent to Your actual or simulated likeness being included within any film, photograph, audio and/or audiovisual recording to be exploited in any and all media for any purpose at any time throughout the world, the copyright to which shall be owned by the Promoter without payment or compensation. This includes filming by the police or security staff that may be carried out for the security of customers.
8. Due to legal artist performance rights and royalty obligations, You may not bring any video or audio recording equipment or any camera which is over 35mm or with a detachable lens onto the Venue. You will not be allowed to enter the site if You bring equipment that,

at the discretion of our security, infringes on these rules.

9. Searching is a condition of entry to WeWork Summer Camp at the Promoter's sole discretion. The Promoter reserves the right to conduct security searches and confiscate any item which in the opinion of the Promoter (or relevant Venue operator) may cause danger or disruption, be a health and safety risk, not be suitable to be taken into the Event or is one of the items not permitted in the Venue as detailed in these Terms and Conditions. You shall cooperate fully with any such searches and any refusal to cooperate may lead the Promoter to refuse You entry to the Event.
10. Anyone found in possession of illegal substances or contraband goods will be refused admission to or ejected from the Venue and may also be liable for prosecution. Any items found that may be used in an illegal or offensive manner will be confiscated, regardless of whether or not the item itself is illegal.
11. Anti-social behavior and illegal activities, including use, supply and possession of illegal substances will not be tolerated and You will be ejected from the Venue without refund.
12. You shall not bring all or any of the following into the Venue: fireworks, laser pens, laser equipment, animals (except assistance dogs), glass containers, or any item which the Promoter (or the relevant Venue operator) considers could be used as a weapon (including sharp or pointed objects such as knives), items with an open flame (e.g. candles, barbecues gas/paraffin lamps, sky lanterns, camp fires, gas fires, blowtorches etc.), professional cameras or recording devices, cooking equipment (or stoves, petrol burner, gas canisters, propane or butane cylinders, nitrous oxide) and illegal substances.
13. There will be no admission to the Event before the designated opening times or after designated closing times on any day of the Event. Last admission to the Event on any day of the Event will be at 9:00 AM local time.
14. You may only leave and then re-enter the Venue if You have a valid Ticket and You may only re-enter on the next day of the Event once You have left (other than for medical reasons, in which case re-admission shall be at the discretion of the Promoter). Otherwise there shall be no re-admissions or pass-outs of any kind.
15. You must comply with any and all instructions given to You by the Promoter and/or all Venue stewards and staff at the Event. Promoter may at its sole discretion exclude You if you refuse to comply with any such instructions.
16. All guests are asked to observe and comply with safety advice, site signage and 'No Smoking' areas. In accordance with Smoke-Free Regulations, the tented arenas and other areas of the Event are designated 'No Smoking' areas. Statutory rules and regulations apply and should be observed at the Event and failure to do so may result in ejection from the Event.
17. You shall not bring into the Venue or display or distribute (whether for free or not) at the Event any sponsorship, promotional or marketing materials.
18. To the extent permitted by law You hereby consent that personal information provided by

You to the Promoter will be used IN ACCORDANCE WITH OUR PRIVACY POLICY for all purposes reasonably connected with the operations of the Event and the Promoter including (but not limited to): providing You with details of forthcoming connected events, offers and services; providing You with updates as to the latest concessions or any changes thereto and information concerning competitions and other promotional activity; supplying You with the goods that You request or in which the Promoter reasonably believes You may be interested; conducting market research and establishing customer profiles; and transferring or disclosing the information provided to the Promoter's professional advisors and such other parties as it considers necessary in the administration of its business.

19. BY AGREEING TO THESE TERMS AND CONDITIONS, YOU AGREE TO BE BOUND BY THE TERMS OF OUR PRIVACY POLICY WHICH IS AVAILABLE ON THE WEWORK WEBSITE AT [www.wework.com/legal/privacy/us](http://www.wework.com/legal/privacy/us) and [www.wework.com/legal/privacy/ex-us](http://www.wework.com/legal/privacy/ex-us).
20. Access to each arena within the Event is subject to capacity and the Promoter accepts no liability and will not offer any Ticket refunds if You are unable to attend a performance due to the Venue or arena being at maximum capacity. You may be required to queue so please arrive early to avoid disappointment.
21. Certain advertised activities are not included in the price of your Ticket, and are subject to an additional fee being payable. You are advised to check the Event Website to confirm which events are included in the Ticket price and purchase tickets for any additional activities you may wish to participate in.
22. You acknowledge that participation in the Event involves inherent risk of physical injury and You assume all such risk. You agree that in consideration of the Promoter allowing You to participate in the Event, You voluntarily release, hold harmless, and indemnify the Promoter from any and all claims, demands, rights, and causes of action of whatever kind, arising from foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting from your participation in or in any way connected to the Event.
23. In an emergency, You acknowledge that You are solely responsible for all medical and other costs arising out of bodily injury or any loss sustained through participation in the Event. You authorize the Event staff to secure any licensed hospital, physician, and/or medical personnel for any treatment deemed necessary for your immediate medical care.

## **I. Specific Requirements for Access**

1. The Promoter takes the needs of customers who are disabled or who have other access requirements very seriously and actively encourages people of all abilities to attend the Event.



2. If You have access requirements for an Event please register Your requirements through the Promoter by emailing [summercamp@wework.com](mailto:summercamp@wework.com).
3. All email and post notifications must be received by July 16, 2018.
4. If You have not notified the Promoter of Your access requirements sufficiently in advance (which must be at least one (1) month prior to the commencement of the Event) we cannot guarantee that we will be able to cater to Your needs, though we will use reasonable endeavors to do so.

## **J. Merchandise**

1. Official merchandise is usually only available inside the Venue. The Promoter does not accept any responsibility for the sale of merchandise (official or otherwise) in or outside the Venue. You should direct any queries relating to merchandise to the Promoter.
2. Despite efforts by the Promoter to prevent counterfeit merchandise being sold near the Venue it is not always possible to ensure that such counterfeit merchandise is not offered for sale in the environs of the Venue. Therefore, please be careful when buying Your Event merchandise and follow the simple advice below. Please note that the advice below is for guidance purposes only and should not be regarded as an exhaustive list of actions to take. Any merchandise which You acquire at, or in connection with, the Event is purchased solely at Your own risk and neither the Promoter, its employees, officers, contractors or sub-contractors accept any liability whatsoever in the event that You acquire counterfeit merchandise.
3. Here is some non-exhaustive guidance to avoid the disappointment of buying counterfeit goods:
  - Look at the goods closely. Make sure they feature the Event name. If they do not, they are likely to be counterfeit. Even if the goods do feature the Event name, it may be used illegally if the goods are not sold by official sellers.
  - Buy Your merchandise inside the Event site or from official sellers near the Event entrance.
  - Do not buy Your merchandise from someone outside the Venue or on any of the roads leading up to it – these are likely to be counterfeit. Only buy merchandise from official sellers near the Event entrance and not in the wider areas of the Venue or the paths leading up to, but not near, the Venue entrance.
  - Ensure that the person selling the merchandise has an official wristband or other form of identification which entitles them to work at the Event (though note that some counterfeiters will seek to produce forged identification and, in some instances, may have stolen official forms of identification.)
  - Do not buy merchandise because it is going cheap – it is likely to be counterfeit and feature incorrect information.
  - Report anyone selling counterfeit goods to a steward at the Venue.

## **K. Camping**

1. Camping at WeWork Summer Camp is only permitted if You purchase a Weekend Ticket.
2. Campers should pitch tents in designated camping areas only and stay out of fire lanes and other working areas. The Promoter reserves the right to re-locate your accommodation to another area of the Venue should weather conditions deem it necessary to do so or if tents are pitched in non-designated areas.
3. Gazebos, awnings or trailer tents are not allowed on the campsite.
4. You should bring a tent that is sized for the number of occupants. We reserve the right to refuse to allow any structures which are too large or which we believe may cause a health and safety risk.
5. We will not be liable for any failure to provide any advertised facilities within the camping area of the Venue and we shall not be held liable for matters outside of Our control, including those which may result in any loss of amenity, for example, where a third party supplier fails to provide utilities on time, or where natural changes to the landscape or where poor weather conditions are experienced.
6. All items brought to a camping area are brought and left at Your own risk.
7. For safety reasons, we will not permit any gas canisters, nitrous oxide, cylinders or petrol cookers or aerosols over 250ml into the campsites, or anywhere on site. You cannot cook within the Venue. Please check with the Promoter before bringing any cooking equipment onsite or using any such cooking equipment. You are not permitted to cook or use any heating or cooking equipment (fires, stoves, portable heating) inside or near any accommodations at the campsite at any time.
8. You are permitted to bring Your own limited supply of food and soft drinks for Your own consumption in the campsites and/or the Event site but not for resale. The Promoter will instigate an allowance per person policy, whereby any one guest will be allowed to enter the Event with either i) eight (8) 300ml cans of beer / lager / cider per person OR ii) six (6) 300ml cans of beer / lager / cider per person and one (1) 75cl bottle of wine. All drinks in glass must be decanted. Any alcohol not decanted or above the threshold set out in this paragraph must be returned to the individual's vehicle. Security will monitor the car park of the Venue to ensure attendees do not repeatedly return to consume alcohol. Any alcohol consumed in the car park of the Venue may be confiscated by the Security.

## **TENTING**

1. Tents which have been paid for in advance are non-refundable unless the Event is cancelled and then remains subject to the cancellation policy of the tent. All pictures shown for pre-paid tents are for illustration purpose only. Actual product may vary.
2. In the event that You choose to book a tent using the deposit scheme, please be aware that all deposits are non-refundable. In the event that you fail to pay the balance of Your

tent booking by the due date for payment stipulated on the website on which You made Your booking, The Promoter reserves the right to cancel Your booking (without refund of the deposit) and to re-sell the tent.

3. The Promoter shall have no liability whatsoever in connection with Your use and/or occupation of the tent or Your use of the tent and its facilities including, without limitation, your dissatisfaction with the tent accommodation and/or facilities and/or service, any loss, theft or damage to property, any personal injury (unless the same is caused by the negligence of the Promoter or those persons for whom it is vicariously liable), any noise issues, any dispute in connection with charges for sundries and/or the availability of advertised amenities.
4. Upon completion of Your purchase, You will receive an email confirmation with Your tenting information.
5. If any items in Your pre-erected accommodation (including the tent, furniture, and fittings) are damaged and/or missing during Your stay, You will be liable for these charges.
6. No smoking is allowed in any structures or tents.

## **J. Transportation**

### **BUS**

1. It is Your responsibility to complete your booking and reserve your seat on the bus transportation provided. Failure to do so may result in an inability to utilize the transportation service provided by the Promoter. Bus transportation provider for the Event is scheduled to be Big Green Coach.
2. A bus ticket may only be used by the person named in it. Your bus ticket permits you to travel only on the services detailed on it.
3. When booking Your bus transportation, it is Your responsibility to check the accuracy of Your booking, the bus ticket and travel dates and times to ensure they are correct. If they are incorrect, You must contact [summercamp@wework.com](mailto:summercamp@wework.com) as soon as possible to ensure You have the correct details for the journey booked. The Promoter can accept no responsibility for refusal to travel if Your details do not match the journey being provided on the day of operation. It is Your responsibility to ensure You have all relevant travel details.
4. If the Promoter needs to alter a departure or arrival point or the date and time is changed, then the Promoter will notify all attendees using the contact details provided during the Event Ticket purchasing process.
5. The Promoter will under no circumstance whatsoever be liable for any delays, changes, disruptions, cancellations, or diversions due to construction, traffic, or local public road or highway closures. The Promoter shall not be liable for any loss, damage or expense incurred by You as a result of a delayed or altered journey. The Promoter shall work with

Big Green Coach to provide the best and safest route possible.

6. No refunds under any circumstances will be made for bus transportation tickets as this service is offered complimentary to all attendees.
7. By using Big Green Coach's transportation services, you acknowledge that you have read and accept Big Green Coach's terms and conditions, as applicable.

## **CAR PARK**

1. You must park your vehicle in the designated parking area indicated by the Promoter and you may not leave or park your vehicle in any other areas. It is Your responsibility to ensure that your vehicle is left securely locked with all windows securely closed and any vehicle alarm, steering lock or similar device fitted is engaged. The Promoter is not responsible for any consequence or loss arising from a failure by You to properly secure Your vehicle.
2. Any possessions left in a vehicle are left entirely at Your own risk. The Promoter suggests that no items are left so that they are visible from the outside of the vehicle. The Promoter is not liable for any theft from your vehicle.
3. You are not entitled to remain in Your vehicle in the car park or elsewhere in the car park except for the purposes of parking or removing Your vehicle. You may not sleep in Your vehicle and there is absolutely no camping in or near the car parks allowed.
4. The Promoter reserves the right to refuse the admission of any vehicle to the car park for any reason whatsoever. The Promoter reserves the right to move vehicles within the car park using whatever method considered appropriate to the extent that is reasonably necessary for the purposes of safety to persons or property, to avoid obstruction at the car park, or in the case of an emergency.
5. You must not tow any vehicle into the car park except as part of the services offered by the Promoter. In the event of vehicle breakdown, You must contact the car park attendant to ensure that Your vehicle removal or repair is organized without causing disruption, damage or danger to any other person or property in the car park.
6. If the car park, equipment in the car park, and/or other cars are damaged by You, Your vehicle, its contents or the passengers in the vehicle, then, except where the damage arises as a direct result of the Promoter's gross negligence or willful misconduct, You will be liable for repair and associated administration costs.
7. Anti-social behavior will not be accepted in the car park. This includes (but is not limited to) drinking alcohol, taking or dealing with illegal substances, fighting and/or loitering. The car park is designated for the sole purpose of parking vehicles. If You cause a nuisance or disturbance to others, action may be taken against you.

## **K. Liability**

1. The Promoter shall not be liable for the acts or omissions of the operators of the Venues, for any loss, personal injury or damages suffered at a Venue (unless due to the act or omissions of the Promoter) or any loss, theft or damage to Your property at a Venue (unless due to the act or omissions of the Promoter).
2. For the purposes of these Terms and Conditions, "**Force Majeure**" means any cause beyond the Promoter's control including, without limitation, an act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, royal mourning, death of the Queen, national mourning, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defense requirements and/or acts or regulations of national or local governments. The Promoter will not be liable to You for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure.
3. You agree that the Promoter shall not be liable to You for any indirect or consequential costs, claims, actual or alleged losses howsoever arising out of or in connection with the Event and/or our obligations hereunder (being any loss or costs incurred by You that are not directly associated with Our breach of these Terms and Conditions or Our negligence) nor for any loss of profits, anticipated profits, savings, business or opportunity, or loss of publicity or loss of reputation, or opportunity to enhance reputation, or loss of contract or other economic or consequential loss arising from the performance (or any failure to perform) these Terms and Conditions.

## **L. General**

1. To the fullest extent permissible in law, the Promoter shall be entitled to assign all and any of its rights and obligations under these Terms and Conditions, provided that Your rights are not adversely affected.
2. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court, the invalid or unenforceable provision shall be severed or amended in such a manner as to render the rest of the provision(s) and remainder of these Terms and Conditions valid or enforceable.
3. If the Promoter delays or fails to enforce any of these Terms and Conditions, it shall not mean that the Promoter has waived its right to do so.
4. Any person who attends the Event, other than the Promoter, who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.
5. Nothing in these Terms and Conditions and no action taken by You or the Promoter under these Terms and Conditions shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other fiduciary relationship between You and the Promoter.

6. Nothing in these Terms and Conditions shall purport to exclude liability for fraud or fraudulent misrepresentation.
7. These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales, without regard to conflicts of laws provisions thereof, and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

# WEWORK WEBSITE TERMS OF SERVICE

**Terms.** WeWork Companies Inc. (“**we**” or “**us**”) owns and operates the website at wework.com (the “**Site**”), where you can find information about our products and services. These Website Terms and Conditions (the “**Website Terms**”) describe the rights and obligations of an unregistered website user or visitor (“**user**” or “**you**”) in connection with your use of the Site. By accessing or using the Site in any way, including as an unregistered website visitor, you agree to be bound by these Website Terms and our Privacy Policy, which is available on the Site. These Website Terms apply only to your use of the Site, and the content made available on or through the Site, as an unregistered website user or visitor. **If you use or access any of our physical space, restricted- access web-based services (i.e. those requiring a login), the broker or referral program or other services we provide, your use of such space, services or program is subject to the terms and conditions you received or accepted when you signed up for such space, services or program.** From time to time, we may make modifications, deletions or additions to the Site or these Website Terms. Your continued use of the Site following the posting of any changes to the Website Terms constitutes acceptance of those changes.

**Eligibility.** The Site and services it describes are available only to individuals who are at least sixteen (16) years old, unless we specify otherwise. No one under this age may access or use the Site or provide any personal information through the Site.

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**Miscellaneous.** These Website Terms shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules, and the United States of America. These Website Terms constitute the entire agreement between us regarding the Site and supersedes and merges any prior proposals, understandings and contemporaneous communications. If any provision of these Website Terms is held to be invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Website Terms shall otherwise remain in full force and effect and enforceable. In order for any waiver of compliance with these Website Terms to be binding, we must provide you with written notice of such waiver. The failure of either party to enforce its rights under these Website Terms at any time for any period will not be construed as a waiver of such rights.

**Contact.** If you have any questions, complaints, or claims with respect to the Site, you may contact us at Attn: Website Feedback, c/o WeWork Companies Inc., 115 West 18th Street, 4th Floor, New York, New York 10011, United States or [feedback@wework.com](mailto:feedback@wework.com).