Terms and Conditions of Event Attendance and Participation: AN EVENING WITH THE AWARD WINNING BENRIACH THE ORIGINAL TEN WHISKY

These terms and conditions apply to this Event organised by Waitrose Limited ("we", "us" or "our"). The customer ("you") should read this document carefully before booking to attend the Event. This document has legal consequences and will affect your legal rights and will limit your ability to bring future legal actions, however it will not affect your statutory consumer rights. In accessing and attending the Event you also agree to comply with the Terms and Conditions of Use: John Lewis Partnership Virtual Events which can be found in Appendix 1 of these terms and conditions.

The Event will take place on 23rd June at 6 pm

1. Access to the Event requires pre-booking. Tickets must be booked online at experiences.johnlewis.com.

2. Tickets are subject to availability.

3. You are responsible for ensuring that the details you submit to us are correct and up to date.

4. This Event is free. Booking is not complete until booking the ticket has been completed in full and we have sent you an acknowledgement email or we have otherwise confirmed your booking.

5. The booking and payment process for the event is facilitated by Eventbrite Inc.(the **Provider**). Your personal information will be processed on our behalf by the Provider and any subsequent data processor supplying booking and payment services in accordance with our instructions and in compliance with any applicable data protection legislation.

6. The Event will be hosted via Zoom. The Zoom link to access the Event will be sent 2 days prior to the Event.

7. We reserve the right to cancel the Event, with reasonable notice and we will notify you in writing, should this happen. You will be informed by email to the email address entered on your ticket at the point of [booking your ticket and you will be refunded the fee paid for the ticket if any.

8. We reserve the right to change the date of the Event for any reason including reasons caused by the impact of COVID-19. If we do so, we will endeavour to give you reasonable notice of the new Event date by email to the email address entered on your ticket at the point of booking your ticket . If you cannot attend the Event on the new Event date, then please let us know as soon as possible at tastings@waitrosecellar.com. Where a fee has been paid for the ticket, we will not issue a refund for the Event ticket where you cannot attend the new Event date.

9. **Refunds -** Please let us know as soon as possible at tastings@waitrosecellar.com if you are unable to attend the Event.

10. It is your responsibility to ensure that you access the Event before the start time.

11. You acknowledge that it is your responsibility to be aware of any food allergies or dietary requirements, and any food allergies or dietary requirements of any individuals you book a class for.

You acknowledge that it is your responsibility to adhere to a reasonable standard of health and safety and to maintain a reasonable standard of safe behaviour and food hygiene. In particular, you should be aware of additional safety measures which should be in place when using any sharp or hot implements and you should give these the appropriate level of attention and care when using them. You should not carry out any activity which you are not capable of carrying out safely. You should follow directions as given by the host of the Event, and you acknowledge that it is your responsibility to ensure that all food is cooked properly before being consumed.

For events involving alcohol you agree that you and any participants you have booked this Event for are legally old enough to drink alcohol. You agree that you will consume any alcohol responsibly.

Children must not attend the Event if it involves alcohol. By booking this Event, you confirm that, at the time of the Event, you will be 18 years old or over.

12. Except as expressly provided in these terms and conditions, we exclude all representations, conditions and warranties whether express or implied (by statute or otherwise) to the fullest extent permitted by law. We do not seek to exclude or limit our liability to you where it would be unlawful to do so.

Please note that this Event is provided for domestic and private use only. You therefore agree not to use this Event for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

You are responsible for your actions whilst attending or participating in the Event. To the fullest extent permitted by law, we accept no responsibility for your actions or the consequences of such actions.

In addition to the terms and conditions detailed above, the following additional terms and conditions shall apply in respect of any John Lewis Partnership virtual event (**JLP virtual event**).

These terms and conditions set out the basis on which the John Lewis Partnership will provide services to you and anyone you book a JLP virtual event for. For the purposes of these terms and conditions, the John Lewis Partnership includes John Lewis Plc and Waitrose Limited ("John Lewis", "us", "we", "our"). These terms and conditions apply to your use of our Virtual Events Services (the **Services**). The Services means all services provided by John Lewis to you for the purposes of booking, accessing and attending events remotely via digital conferencing facilities and the provision of online classes and seminars on a variety of subjects.

By booking a JLP virtual event or otherwise using the Services, you confirm that you accept these terms of use and that you agree to comply with them. You also confirm this for anyone you make a booking for. If you do not agree to these terms, please do not use the Services.

We may amend these terms from time to time. Every time you wish to use the Services, please check these terms to ensure you understand the terms that apply at that time. Your continued use of the services following such change shall be deemed to be your acceptance of such change.

Classes

John Lewis has taken every care in the preparation of the Services and will provide the classes with reasonable care and skill. However, to the extent permitted by applicable law, John Lewis does not represent or warrant the accuracy or reliability of any of the information or content about any goods or services, software or advertisements which are provided or distributed through, or linked, downloaded or otherwise accessed by way of the Services.

We will endeavour to run the JLP virtual event as advertised. However, we reserve the right to make changes, including to the running order and timings for the event prior to the event. Where reasonably possible, we will provide prior notice of such changes. In the event of a significant change to the content of the event then we will on request refund the event ticket price (if any).

No warranty is given that the JLP virtual events or associated services shall be available on an uninterrupted basis.

You must be at least 18 years old to book a JLP virtual event or 18 years old to book and participate in a JLP virtual event which has alcohol as a subject matter. Children may attend classes which are unrelated to alcohol but must be accompanied by a parent/guardian over the age of 18. The accompanying adult will be solely responsible for any child or children attending a JLP virtual event. By booking any JLP virtual event, you warrant that at the time of the event you will be at least 18 years old or over, or, in the case of events relating to alcohol, 18 years old or over.

Payments & Cancellations

If a fee is applicable for the booking of any JLP virtual event, this will be communicated to you in the terms and conditions specific to the event in question and at the time of booking, in advance of any payment. Any personal data collected through the booking process will be processed in line with our Privacy Policy and the terms and conditions detailed below under "Privacy & Security".

We will not be responsible for any remedy for inconvenience or other related costs that you may incur resulting from the cancellation, postponement or changes to any JLP virtual event.

Conduct

We will not tolerate any behaviour or conduct which, in our reasonable opinion, poses a danger or causes or is likely to cause nuisance, annoyance, offence or distress to any participant of a JLP virtual event, and we may terminate a class immediately if any participant displays conduct of this kind. We reserve the right to blacklist you from our services and/or take any appropriate legal action, in the event that a legitimate complaint is made about your conduct during a JLP virtual event.

You must not use equipment for recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data of the JLP virtual event. Any recording made of an event in breach of the conditions shall belong to us.

You may be refused admission to, or be asked to leave, the JLP virtual event at any time if:

(a) you fail to comply with any of the Conditions or any instructions given by us, our employees or agents;

(b) in our reasonable opinion you are unfit to attend the event;

(c) your ticket(s) are void; and / or

(d) the host (acting reasonably) considers it appropriate.

If you are asked to leave, you will not be entitled to a refund nor will we be responsible for any other loss or expense incurred in association with attending the event.

If you are asked to leave a JLP virtual event, you must do so promptly and without disturbing others.

Privacy & Security

When you sign up for any JLP virtual events or otherwise use our Services, we will process any personal data you may submit to us in accordance with our Privacy Policy, which can be found here https://www.johnlewis.com/customer-services/shopping-with-us/privacy-notice. When you use the Services, John Lewis Plc is the data controller of your personal data.

The personal data we collect about you may include your name, date of birth or age, email, address, telephone number, debit/credit card details, image/video and audio recordings (when you attend or participate in a virtual class), and marketing preferences.

We will process your personal data in order for us to fulfil our contractual obligations to you (e.g. to provide you with the service you have asked for, such as virtual classes), for compliance with our legal and regulatory obligations, where you have consented to us processing your personal data (e.g. to receive marketing and updates from us) and where such processing is necessary for the fulfilment of our legitimate interests. Our legitimate interests include, being able to effectively communicate with you about the services you have asked us to provide, keep effective records, sell part or all of our business to a future purchaser, to effectively manage and administer our business, to ensure the safety and security of the Services and those that use it, and sending you marketing and updates.

We will collect your personal data when you visit our website, sign up for a JLP virtual event or otherwise avail of any of our Services, subscribe for marketing and updates from us, comment on any of our products and services, and contact us with any queries or complaints. Please see our Privacy Policy for further details on when we collect your personal data. If you choose to sign another individual up for a JLP virtual event, you acknowledge and agree that you will only do so if you have consent to do so from that person. You further agree to inform the relevant person that their personal data will be processed by John Lewis in accordance with our Privacy Policy and these terms and conditions.

The personal data you submit in the course of booking a JLP virtual event or when otherwise using the Services, may be shared with trusted third parties where this is necessary to provide the Services. These third parties may include IT companies that support our website and business systems, partners that help us manage your booking and partners that provide the online platforms which allow you to access the JLP virtual events. We may also share your personal data with other companies in the John Lewis group where this is necessary to provide you with your requested services, or where we have a legal or legitimate business need to do so. Further details of who we share your personal data with are available on our Privacy Policy.

In certain circumstances, it may be necessary for us to transfer your personal data to countries outside the European Economic Area (EEA), such as the USA. This will usually be the case where our trusted third party partners and suppliers are based in non-EEA countries. Where we transfer any personal data to a country outside the EEA, we will always do so in compliance with applicable laws (including data protection laws). This will normally involve transferring your personal data to a non-EEA country:

1. on the basis that the recipient country offers an adequate level of protection for your personal data;
2. under EU Commission approved Standard Contractual Clauses; or
3. under an approved data sharing scheme, such as the EU-US Privacy Shield framework.

If you would like further information on the transfer of your personal data to non-EEA countries, or if you would like to see a copy of the safeguards put in place to protect your data, please contact us at the details provided in our Privacy Policy.

You have a number of rights in relation to your personal data. This includes the right to ask us to access, correct, erase, object to the processing of or restrict the processing of your personal data. Additionally, you also have the right to ask us to transfer your personal data to a third party where possible, and the right to withdraw your consent to our processing of your personal data (where we obtained your consent to process your data). For further information on the rights that

you have, and how you can exercise them, please see our Privacy Policy. Please be aware that if you choose to exercise certain rights (such as the right to erasure or objection), it may no longer be possible for us to provide you with the services or information that you have asked for.

We will not retain your personal data for longer than necessary to provide you with the services that you have requested, or if longer, the period of time required by applicable laws and regulations.

JLP virtual events may include a feature that allows video, audio and any documents and other materials to be exchanged or viewed during a session and we may record JLP virtual events for safety and security purposes. The recordings may capture any images, video and audio transmitted during a class by any participant depending on which communicative features are enabled. By joining a JLP virtual event, you consent to such recordings.

For further information on how we process your personal data, including who you can contact if you have any queries or complaints, or if you would like to exercise any of your data rights, please see our Privacy Policy.

IT Security

If you choose, or you are provided with, any user identification code, password or any other piece of information by us, or by a third party provider, as part of the Services, you must treat such information as confidential.

We do not guarantee that our site, or the provision of the Services, will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. We recommend that you use your own virus protection software.

Intellectual Property

We are the owner or the licensee of the intellectual property rights in our websites and the JLP virtual events, as well as any JLP virtual event materials. Those works are protected by copyright law, and all such rights are reserved. You must not use any part of the JLP virtual event content or materials for commercial purposes without obtaining a licence to do so from us or our licensors.

Miscellaneous

These terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The courts of England will have exclusive jurisdiction for any dispute arising under or in relation to them. If any provision of these terms and conditions is found to be unlawful, void, or for any reason unenforceable by a court, then that provision shall be deemed severed from the rest of these terms and conditions and shall not affect the validity and enforceability of the remaining provisions. No delay or failure by us to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them, nor will any single or partial exercise of these powers, rights or remedies preclude any other or further exercise of them.

Any questions regarding these terms and conditions, or if you have any issues or complaints, should be directed to: jl.events@johnlewis.co.uk