Terms and Conditions of Event Attendance and Participation: IN-STORE EVENTS AT JOHN LEWIS & PARTNERS

These terms and conditions apply to this Event organised by John Lewis PLC ("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(s) will take place at various locations, in-store between 16 November - 18 December 2022.

1. Access to the Event requires pre-booking and is available for My John Lewis or My Waitrose members only. 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. Payment of the ticket must be made in full at the time of booking. All amounts quoted are inclusive of VAT. Booking is not complete until payment has been received in full in cleared funds 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 in-store ONLY and at the selected John Lewis store, date and time as outlined on your ticket. Confirmation of your ticket will be sent to the email address entered on your ticket. A reminder email will be sent 2 days prior to the event to the email address entered on your ticket.

7. We reserve the right to cancel the Event, with reasonable notice and we will notify you at the earliest opportunity should this happen. You will be informed of a cancellation by either email, to the email address entered on your ticket, or by phone via the telephone number entered on your ticket. You will be refunded the fee paid for the ticket.

8. We reserve the right to cancel the Event on the day it is due to take place, if the workshop host is no longer available due to unforeseen circumstances that are out of the control of John Lewis. You will be informed by a John Lewis Partner at the earliest opportunity via email or telephone and you will be refunded the fee paid for the ticket.

9. Cancellations and refunds will be possible up until the time of the in-store event. Please note that no refunds will be offered during or after the event. Please let us know as soon as possible at jl.events@johnlewis.co.uk if you are unable to attend the Event. We may not refund the fee incurred when purchasing your ticket.

10. All events will start at their scheduled start time, therefore to enable admission and for event set up we ask that attendees arrive 15 mins before the start time.

11. We may take photographs or videos for marketing purposes at any of our events, and by purchasing a ticket and attending the event, you agree for us to use these photographs or videos for marketing purposes. If you have any concerns about this, please speak to a John Lewis partner on the day you attend your event.

12. 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.

    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.

    For all events involving food and alcohol you will need to complete a Health Questionnaire before the start of the event. This will be given to you by the John Lewis Partner. The completed Health Questionnaires will be stored in a secure and locked cabinet for 12 months. After 12 months the information will be destroyed in a safe, secure and confidential manner.

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

    For events involving health and fitness you recognise that there is always an element of risk(s) involved with any physical class and you are choosing to participate or perform at your own risk. It is your sole responsibility to ensure the environment in which you will exercise is safe and suitable for exercise prior to participation in the class. You should cease participation in the class and seek immediate medical assistance (as required) if:

    - at any time during the class you feel discomfort or pain;
    - any time before the class you feel discomfort or pain; or
    - you have an underlying medical or health condition.

    You are advised not to participate in the Class if (without limitation) any of the following applies:

    - you are pregnant or have given birth in the last six months;
    - you have heart problem(s), back problem(s), high or low blood pressure or high cholesterol;
    - headaches/dizziness or a fainting feeling when you carry out exercise;
    - epilepsy;
    - diabetes; or
    - experience pain or limited movements in any joints (for example your knees).

    We are not responsible or liable to you for any injury or harm you sustain as a result of our Event or proposed event unless we are proven to be legally liable for such injury or harm.

    For events involving substances (this includes floristry classes, perfumery classes, make up classes or any event that involves the use of substances, chemicals etc.) you acknowledge that it is your responsibility to be aware of any allergies you have or of any individuals you book this Event 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 hygiene. In particular, you

should be aware of additional safety measures which should be in place when using any sharp implements or both harmless and harmful substances 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 use of substances are handled carefully.

13. **Any child attending an event 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 this Event.**

14. 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.

15. **IF YOUR TICKET INCLUDES A DISCOUNT OR REDEEMABLE VOUCHER:**
    Details of any Discounts will be detailed on the event page when booking your ticket.

    a) By purchasing a ticket to some of our events, customers may receive a discount from the brand hosting the in-store event. Details of any Discounts will be detailed on the event page when booking your ticket.

    b) The discount/ voucher is eligible to use in-store only unless otherwise stated. The discount cannot be redeemed online or over the phone.

    c) You will be required to present your event ticket confirmation email (either printed or on your device) at the till point to redeem the Discount on the relevant products/brand.

    d) The Discount is only valid on the day of the event you have attended. You cannot use the Discount on an alternative date.

    e) The Discount can be redeemed on specific brands/products only stated in the event description.

    f) The Discount can be used only once per customer and cannot be shared. This means that once you have used the Discount at the till point, you cannot use it again.

    g) All products are subject to availability and while stocks last.

    h) The Discount will deduct a specific amount (the **Promotion**) (stated in the event description) from your transaction only when the Code is applied at the till point on check out by the partner operating the till.

    i) The Discount cannot be exchanged for cash.

    j) The value of the Promotion will be deducted from any refund received should you choose to return the products you have purchased where the Discount was used.

    k) The Discount may not be used on gift voucher purchases.

l) The Discount is intended for ticket holder use only.

16. **IF YOUR TICKET INCLUDES A GIFT OR GOODY BAG:**
Details of any Goody bags/Gifts will be detailed on the event page when booking your ticket.

a) By purchasing a ticket to some of our events, customers may receive a gift or goody bag from the brand hosting the in-store event. Details of any Goody bags/Gifts will be detailed on the event page when booking your ticket. The goody bag/gift is included in the ticket price.

b) Customers will be entitled to one gift or goody bag per ticket only.

c) Contents of the goody bags or gifts will vary depending on the brand hosting the event.

d) Contents of the goody bags are subject to availability. Gifts and goody bags are non-transferable, non-refundable and, unless stated, there are no cash alternatives.

e) The gifts and goody bags will be given at the in-store event you have purchased a ticket for.

f) Gifts and goody bags cannot be exchanged for cash.

g) If you do not attend the event on the day you have a ticket for, you will not be able to retrieve your gift or goody bag at a later date.

17. **IF YOUR TICKET INCLUDES AN ENTRY FOR A PRIZE DRAW:**
Details of any prize draws will be detailed on the event page when booking your ticket.

a) By purchasing a ticket to some of our events, customers will opt into the prize giveaway. The option to opt into the prize giveaway will only be available for the period that tickets are available for purchase. Details of any prize draws will be detailed on the event page when booking your ticket.

b) If you would like to opt-out of the prize draw please purchase your ticket as normal and then contact us at jl.events@johnlewis.co.uk.

c) By opting into the prize draw, you are agreeing to be bound by these terms and conditions. In the event of a conflict, these terms and conditions take precedence.

d) If you do not tick the tick box option relating to the prize draw, you will not be automatically enrolled for this prize draw.

e) Customers opting into the prize draw will have a limit of one entry to the prize giveaway.

f) The prize is as stated on the event booking page.

g) The prize is subject to availability. They are non-transferable, non-refundable and, unless stated, there are no cash alternatives.

h) By opting into the draw, you understand that for the purposes of administering the competition and prize fulfilment, it is necessary for us and the following third parties, on our behalf, to hold and process your personal data.

i) Your personal information will be processed on our behalf by the prize brand and any subsequent data processor supplying booking and payment services in accordance with our instructions and in compliance with any applicable data protection legislation.

j) If for any reason we or the prize brand are unable to provide the prize as described in these terms and conditions or if for any reason fulfilment of the prize is impacted by reasons out of our or their control, we reserve the right to substitute this for another prize, in our sole discretion, of equal or higher value. Should any reason out of our or their control cause any delay in delivering the prize, we will not refund the price paid for the Event ticket. However, if you have not received the prize within 30 days of us sending the prize, please get in touch with us at jl.events@johnlewis.co.uk

k) If you are the winner of the competition, you agree that we may use your name, image and county of residence to announce the winner of this competition and for any other reasonable and related promotional purposes, for no further consideration.

l) All valid entries received by the time that tickets for the Event can no longer be purchased, will be entered into a prize draw, and the winner will be picked at random.

m) The winning customer will be contacted by email, text or phone call as soon as practicable after the prize draw, using the contact details provided with the ticket purchase. The winner will be required to respond within 7 days of notification (unless otherwise stated) confirming their acceptance of the prize. In the event the winner does not respond to communications within this period or if any prize is declined, we reserve the right to disqualify that winner and draw another winner.

n) We and our associated agencies, companies and distributors will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using the prize, except for any liability which cannot be excluded by law (including liability for fraud or death or personal injury arising from negligence) in which case that liability is limited to the minimum allowable by law. Your statutory rights are not affected.

o) If there is any reason to believe that there has been a breach of these terms and conditions or if we believe that your conduct may be unlawful or otherwise bring the prize draw into disrepute, we may, at our sole discretion, reserve the right to make your entry void and exclude you from participating in the competition. Our decision regarding any aspect of the competition is final and binding and no correspondence will be entered into.

Appendix 1

In addition to the terms and conditions detailed above, the following additional terms and conditions shall apply in respect of any John Lewis Partnership 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 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 In-store Events Services (the **Services**). The Services means all services provided by John Lewis to you for the purposes of booking, accessing and attending events in-store and the provision of classes and seminars on a variety of subjects.

By booking a JLP 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 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.

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

You must be at least 18 years old to book a JLP event or 18 years old to book and participate in a JLP 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 event. By booking any JLP events, 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 events for safety and security purposes. The recordings may capture any images, video and audio transmitted during a class by any participant. 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 events, as well as any JLP event materials. Those works are protected by copyright law, and all such rights are reserved. You must not use any part of the JLP 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