

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

**These terms and conditions apply to this Event organised by John Lewis PLC ("JLP", "we", "us" or "our"). The customer ("you") should read this document carefully before booking to attend the Santa Experiences (defined below). 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.**

The following Santa experiences ("**Santa Experiences**") will take place in-store throughout November and December 2023:

- a) Santa's Grotto
- b) Santa's Grotto (Milton Keynes only)
- c) Santa's Tea Party
- d) Santa Paws

1. Access to these Events requires pre-booking and can be booked online at <https://www.johnlewis.com/our-services/santas-grotto>
2. Tickets may be available to purchase on the day subject to availability.
3. Between 25<sup>th</sup> August – 22<sup>nd</sup> September tickets are available exclusively for My John Lewis customers to book. Customers must show their My John Lewis membership card on arrival.
4. From 23<sup>rd</sup> September, tickets are available for all customers to book.
5. Santa Experiences will take place in-store between 22<sup>nd</sup> November and 24<sup>th</sup> December 2023. The start and finish dates will differ per store.
6. Tickets are subject to availability.
7. You are responsible for ensuring that the details you submit to us are correct and up to date, such as your name, address, email address and telephone number
8. Tickets cost:
  - a. Santa's Grotto £20 per child + £2 per adult
  - b. Santa's Grotto (Milton Keynes Only) £10 per child
  - c. Santa's Tea Party £15 per child + £5 per adult
  - d. Santa Paws £20 per dogAll tickets will be charged a 10% booking fee.
9. 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.
10. The booking and payment process for the event is facilitated by Eskimo Jo Events (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.
11. The Event will be hosted in-store ONLY at the selected John Lewis or Waitrose store, date and time as outlined on your ticket. Confirmation of your ticket will be sent to the email address entered on your ticket.

12. We reserve the right to cancel the Santa Experiences, with reasonable notice and we will notify you at the earliest opportunity should this happen. You will be informed of a cancellation

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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.

13. All events will start at their scheduled start time, therefore to enable admission and for event set up we ask that attendees arrive 5 minutes before the start time.
14. For events that don't include or involve alcohol, 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.
15. 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.
  - a. Please note that the Santa Experiences are provided for domestic and private use only. You therefore agree not to use the Santa Experiences 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.
  - b. You are responsible for your actions whilst attending or participating in the Santa Experiences. To the fullest extent permitted by law, we accept no responsibility for your actions or the consequences of such actions.

**16. IF YOUR TICKET INCLUDES A GIFT:**

- a) By purchasing a ticket to some of our events, customers will receive a gift. The gift is included in the ticket price.
- b) Customers will be entitled to one gift per ticket only.
- c) The gift will be a John Lewis soft plush Elf toy worth up to £10, or a Rosewood gift worth up to £10 for dogs.
- d) The gift is subject to availability. Gifts are non-transferable, non-refundable and, unless stated, there are no cash alternatives.
- e) We reserve the right to change the gift at any given time.
- f) The gift will be given at the in-store event you have purchased a ticket for.
- g) Gifts cannot be exchanged for cash.

**17. Photography and Videography**

- a) By purchasing a ticket and attending any of the Santa Experiences, you agree that we will own all intellectual property rights to any photos and videos taken by a third party authorised by us during the Santa Experiences and such photos and videos will amount to JLP and Waitrose event materials (**JLP and Waitrose Event Materials**). Such photos and videos will contain the attendees at the Santa Experiences. As a result of such ownership, we have the right to use the **JLP and Waitrose Event Materials** taken at these Santa Experiences for both internal and marketing purposes. If you do not agree to this, please do not purchase a ticket or use these services.
- b) As these Santa Experiences are open for anyone to attend, you acknowledge that other attendees will be taking their own photos and videos at these Santa Experiences. As such, we are not responsible or liable to you for other attendees' personal photos that

may contain you or your child and what they do with these photos and videos after the Santa Experiences.

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**18. Santa Paws**

- a) The Santa Paws sessions are 'dog only'. Therefore by booking a Santa Paws session you acknowledge and agree that only people over the age of 16 who are handling a dog will be permitted to attend the Santa Paws sessions.
  
- b) You will be mixing with other dogs and their owners so you'll need to keep your dog under control at all times. Dogs must be kept on a lead in any communal dwell areas. John Lewis are not liable for any dogs attending a Santa Paws session.

**Appendix 1**

In addition to the terms and conditions detailed above, the following additional terms and conditions shall apply in respect of any Santa Experience.

These terms and conditions set out the basis on which the John Lewis Partnership will provide services to you and anyone you book a Santa Experience 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.

By booking a Santa Experience 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.

### **Payments & Cancellations**

If a fee is applicable for the booking of any Santa Experience, 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 Santa Experience.

### **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 Santa Experience. 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 Santa Experience.

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 Santa Experience. 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 Santa Experience 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

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(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.

## Privacy & Security

When you sign up for any Santa Experience 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 marketing preferences.

We will process your personal data in order for us to fulfil our contractual obligations to you, 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 Santa Experience 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 Santa Experience, 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 Santa Experience 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 Santa Experiences. 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.

Santa Experiences 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 Santa Experiences for safety and security purposes.

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 Santa Experiences, as well as any Santa Experience materials. Those works are protected by copyright law, and all such rights are reserved. You must not use any part of the Santa Experience 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.

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Any questions regarding these terms and conditions, or if you have any issues or complaints, should be directed to [tickets@eskimojoevents.co.uk](mailto:tickets@eskimojoevents.co.uk)



