

## VIEW CARD TERMS

### 1. INTRODUCTION

1.1. View ("us", "we", "our") provide our customers ("you, your") cards ("View Cards") enabling you to receive "Offers" at various selected "Venues". You agree that your purchase and use of the View Card shall be strictly subject to these terms and conditions ("Terms") and that you will also be subject to any policies or terms and conditions imposed by the Venues ("Venue Rules").

### 2. LIABILITY

2.1. By purchasing (or in relation to a free trial signing up for) a View Card from us you agree that we are not responsible to you, or to any third party in relation to the Venue or the goods or services supplied by the Venue or the acts or omissions of the Venue and we shall not be liable to you, or to any third party, in relation to the Venue, or for the acts or omissions of the Venue. You agree that all issues in relation to the Venue or the acts or omissions of the Venue or any third parties will be dealt with as between you and the Venue and as such you agree to be bound by the Venue Rules.

2.2. The View Card gives you an opportunity to receive an Offer at selected Venues if you are able to make a booking with the Venue, but it does not give you any guarantee that you will be able to make a booking with such Venue. This shall be a matter solely between you and the Venue.

2.3. The only liability we may have to you under these Terms is, if having agreed a booking with a Venue you are unable to receive an Offer from the Venue (having complied with these Terms and the Venue Rules), then you can return your View Card to us and apply for a full refund of the View Card Price. If we in our sole discretion consider that the Offer was denied without due cause and for reasons outside of your control and not due to any breach of these Terms or the Venue Terms then we may provide you with a full refund of the View Card Price and your card will then be cancelled.

2.4. We shall not be liable to you for any indirect or consequential loss or for any loss of profits, savings, use of money, business, goodwill or reputation whether such losses are direct, indirect or otherwise.

2.5. Nothing in these Terms seeks to limit or exclude our liability for death or personal injury which is caused by our negligence or for any other matter which it would be unlawful to exclude.

### 3. INFORMATION AND WARRANTY

3.1. All material and information provided by us in relation to the Venue is supplied by the Venue. We make no warranty or representation of any kind in relation to such material and information and you acknowledge that such material and information is only provided as a guide and does not form part of these Terms.

3.2. Whilst we endeavour to monitor the goods and services of the Venue we do not make any warranty or guarantee in relation to any of them or in relation to any relevant safety standards. You attend the Venue at your own risk.

3.3. Save as expressed in these Terms and to the greatest extent permitted by law we exclude all warranties, terms and conditions which may be expressed or implied into these Terms whether by statute, common law or otherwise.

### 4. CONTRACT FORMATION

4.1. The provision of information about the View Card, of which these Terms form part, is an invitation by us for you to offer to purchase the View Card.

4.2. By completing the View Card Order Form or otherwise signing up to a free trial correctly you make an offer to us to purchase (or as appropriate apply for) the View Card.

4.3. We reserve the right to reject your offer at our sole discretion. Your offer shall not be accepted by us until we have confirmed such acceptance to you.

4.4. Following receipt of a View Card you may under certain circumstances cancel your agreement with us by giving us notice to cancel within 7 days of receiving the View Card and by returning the View Card to us at your own expense. Such right shall not exist if you have made any use of the View Card.

4.5. In the event of a successful cancellation as anticipated in 4.4 above we will make a full refund to you of the View Card Price.

### 5. USE OF VIEW CARDS

5.1. The View Card can only be used at Venues who are advertised on the applicable View Website as providing an Offer. In the event of an error being made on the applicable View Website whereby an Offer is mistakenly advertised in relation to a particular Venue, the decision as to whether to provide such an Offer shall be at the sole discretion of the Venue and View shall not be liable to you in relation to such a mistake.

5.2. In order to use the View Card you will need to make an advance booking with the Venue and if no such advance booking is made then it shall be at the sole discretion of the Venue whether or not they will provide the Offer. When arranging such a booking you must inform them that you intend to use the View Card in order that you can clarify whether the Offer applies and the Venue can inform you of any restrictions which may apply to such Offer. We shall endeavour to ensure that all restrictions relating to the Offer are published on the applicable View Website but in any event you will be subject to any restriction imposed by the Venue even if it is not so published.

5.3. Following the making of a booking you must comply with such booking and if you do not you will be subject to the Venue's cancellation policy and you may at the sole discretion of the Venue be denied the benefit of the Offer.

5.4. The Venue may deny you the benefit of the Offer if, in their sole opinion the Venue determine that you (or any member of your group) are in breach of any of the Venue Rules whether or not you had been made aware of such Venue Rules.

5.5. The View Card must only be used by you and any use of it by any person other than you or any use of it by you for the benefit of any person other than you shall (unless such use is expressly permitted as part of the Offer) mean that your View Card is subject to immediate cancellation by us in accordance with clause 9.

5.6. The View Card shall only be effective up to the expiry date which is displayed on the View Card. Following such date the View Card will expire and your right to use the View Card shall immediately cease even in relation to bookings made prior to such expiry date. In order to continue to benefit from the Offers provided by the Venues View will issue you a new View Card (and charge you for such new View Card in accordance with clause 7.4) giving you the benefit of another year of use. If you do not wish to receive a new View Card please contact us at least one month prior to the expiry of the View Card. View will continue to issue new View Cards in this way until you give them appropriate notice that you do not want one for such further periods.

5.7 Unless expressly agreed by us or as otherwise provided under these Terms all payments made by you in relation to a View Card shall be non-refundable.

5.8 If you have received a complimentary View Card, this is non-transferable and non-refundable.

### 6. COMPLAINTS

6.1. Whilst complaints about Venues or any other complaints must be dealt with directly with Venues we are committed to providing access to good Venues for our customers. Therefore if you have any feedback in relation to such things, whether positive or negative, we would be very grateful to hear from you.

### 7. MONEY

7.1. The View Card Price is as set out in our View Card Order Form. This may differ from the prices set out on the applicable View Website as changes are made from time to time. The View Card Price is advertised exclusive of VAT which you shall pay in addition and at the current rate.

7.2. You shall pay the View Card Price in full in advance in the manner communicated by us to you.

7.3. When we are in receipt of the appropriate cleared funds we will accept your offer and dispatch a View Card and confirmation of acceptance to you.

7.4 View shall charge you for all new View Cards issued in accordance with clause 5.6 by using the credit card details provided by you for your initial purchase or as otherwise deemed appropriate by us and you acknowledge that View are permitted by you to make such a charge.

### 8. INSURANCE AND RISK

8.1. Activities, goods or services provided by the Venue may involve risk of accident and injury to yourself and to others and damage to property. You accept the existence of such risks on behalf of yourself. We accept no liability in relation to such risks and do not provide any insurance in relation to any of such risk and whilst some Venues may offer some form of insurance options for you, you are responsible for your own insurance arrangements.

### 9. TERMINATION

9.1. We may terminate our agreement with you and cancel the View Card in the following circumstances:

9.1.1 you breach any of these Terms;

9.1.2 we cease provision of the View Card generally, in such circumstances we may, depending on your prior use of the View Card, in our sole discretion offer you a refund or a partial refund of the View Card Price.

9.2 Following such termination you shall, at our option either return the View Card to us or destroy the same and confirm such destruction and your right to use the View Card will immediately cease.

### 10. OUR WEBSITE

10.1. You agree that all use of the applicable View Website shall be strictly subject to our website terms and conditions which can be found on such View Website.

### 11. INDEMNITY

11.1. You shall indemnify us against all and any loss, damages and costs sustained by us arising out of any breach by you of any of these Terms or arising out of any claim made by a Venue or any third party in any way in relation to you or to your group.

### 12. GENERAL

12.1. Neither these Terms nor any rights or obligations under these Terms may be assigned or licensed by you.

12.2. These Terms supersede all prior agreements, arrangements and undertakings between us and you and constitute the entire agreement between us in relation to the subject matter of these Terms. You confirm that you have not entered into agreement with us on the basis of any representation that is not expressly incorporated into these Terms.

12.3. If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of these Terms, and shall not in any way affect any other circumstances or the validity or enforcement of these Terms.

12.4 Any waiver by us of a breach of any provision of these Terms shall not be considered as a waiver of any subsequent breach of the same or any other provision.

12.5. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms.

12.6. These Terms shall be governed by the laws of England and Wales and the English courts shall have exclusive jurisdiction in relation to any dispute with respect to the subject matter or construction of these Terms.