

END USER LICENSE AGREEMENT – ATG APP UK

BY DOWNLOADING THE APP YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT DOWNLOAD THE APP.

1. WHO ARE WE AND WHAT DO WE DO?

1.1 Who we are. “ATG” (and “we”, “our”, “ours” and “us”) refers to ATG Entertainment Limited, registered in England and Wales with registration number 2671052 and whose registered office is at Alexander House, Church Path, Woking, Surrey GU21 6EJ.

1.2 What we do. We sell theatre tickets via our websites and the ATG Tickets App (**App**) as well as providing information and theatre related content in respect of shows performed in our theatres. We also sell theatre-related products such as vouchers, membership options and packaged theatre experiences and food and beverage. The sale of tickets and our products is governed by our [Terms and Conditions of Sale](#).

1.3 How to contact us. You can contact us by submitting a request online at <https://help.atgtickets.com> or emailing help@atgtickets.com.

1.4 How we may contact you. If we have to contact you we will do so by telephone or in writing, using the telephone number, email address or postal address that you have provided to us. We will only contact you in accordance with our [Privacy Policy](#).

2. WHAT IS THE PURPOSE OF THIS END USER LICENSE AGREEMENT?

2.1 About this End User License Agreement. This End User License Agreement (together with the documents referred to below) explain the terms on which you may use our App. By using our App, registering for an account with us or purchasing tickets and/or other theatre-related products online, you agree to comply with this End User License Agreement.

2.2 Revisions to this End User License Agreement. We may revise these terms from time to time. Any changes we make will be notified to you when you next access our App. It is your responsibility to ensure that you are aware of the latest version of this End User License Agreement and your continued use of one of our App will be deemed to be your acceptance of any revised terms.

2.3 Updating our App. We may automatically update our App from time to time to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App. The App will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you downloaded it.

Please note that any of the content on our App may be out of date and/or inaccurate at any given time, and, although we will try to correct or update such content, we are under no obligation to do so.

3. WHAT OTHER TERMS APPLY TO YOUR USE OF OUR APP?

3.1 This End User License Agreement refers to the following additional terms, which also apply to your use of our App:

- a. Our [Privacy Policy](#) which sets out the terms on which we process any personal data we collect from you, or that you provide to us.
- b. Our [Cookie Policy](#), which sets out information about the cookies on our websites and App.
- c. Our [Terms and Conditions of Sale](#), which will apply to your purchase of tickets and/or other theatre-related products (such as vouchers) from us.

4. WHAT SHOULD YOU BE AWARE OF WHEN ACCESSING OUR APP?

4.1 App Store. The use of our App may also be controlled by the rules and policies of the Apple App Store or Android Play Store.

4.2 Operating System. Our app is compatible with all mobile phones running iOS 17 or later, and Android versions 10 through 16.

4.3 Access. We do not guarantee that our App, or any content on them, will always be available or be uninterrupted. Access to our App is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of any one of our App without notice at any time, to allow for repairs, maintenance, the introduction of new services or otherwise. We will not be liable to you if for any reason our App is unavailable at any time or for any period.

5. WHAT SHOULD YOU BE AWARE OF WHEN USING OUR APP?

5.1 Access. In return for your agreeing to comply with these terms you may:

- a. download a copy of the App onto your device and view, use and display the App and on such device for your personal purposes only.
- b. receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

5.2 Transfer. Whilst you may have the option to share the App you may not otherwise transfer the App to others, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

5.3 Phone. If you download the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

6. CHILDREN

6.1 App content. Some of the content on our App may be aimed at children. There are however no age barriers to those accessing our App. Users under 18 should only use our App with the permission of a parent or guardian.

6.2 Parental consent. If you are under the age of 18 you may only use our App if your parent or guardian has given you permission to do so and if you are supervised by a parent or guardian.

6.3 Parents take note! If you have given your child permission to use our App you are responsible for reading this End User License Agreement and ensuring that you understand them. If you permit a child to access and view content on our app, you are solely responsible for deciding whether or not that content is appropriate for that child. You will also be responsible for any purchases of tickets and/or other theatre-related products that may be made by the child via our app.

7. WHAT ARE YOU PROHIBITED FROM DOING?

7.1 License Restrictions You agree that you will:

- a. not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
- b. not copy the App, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- c. not translate, merge, adapt, vary, alter or modify, the whole or any part of the App nor permit the App or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices as permitted in these terms;
- d. not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (Permitted Objective), and provided that the information obtained by you during such activities:
- e. is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
- f. is not used to create any software that is substantially similar in its expression to the App;
- g. is kept secure; and

- h. will comply with all applicable technology control or export laws and regulations that applies to the technology used or supported by the App.

7.2 Use Restrictions. You must:

- a. not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, or any operating system;
- b. not infringe our intellectual property rights or those of any third party in relation to your use of the App, including by the submission of any material (to the extent that such use is not licensed by these terms);
- c. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- d. not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- e. not collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from the servers running the App.

9. WHAT ABOUT OUR INTELLECTUAL PROPERTY RIGHTS?

9.1 Our intellectual property rights. We are the owner or the licensee of all intellectual property rights in our. This material is protected by copyright or trade mark or other intellectual property laws and treaties around the world, and these rights are owned by us or by other parties that have licensed these rights to us. All such rights are reserved.

9.2 What you may not do. You must not:

- a. modify the paper or digital copies of any materials you have printed off or downloaded in any way;
- b. use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text;
- c. distribute, publish, transmit or create derivative works from or exploit the content or materials (including illustrations, photographs, video or audio sequences or any graphics) on our App; or
- d. use any part of the content on our App for commercial purposes without obtaining a licence to do so from us or our licensors.

9.3 Our status. Our status (and that of any identified contributors) as the authors of content on our App must always be acknowledged.

9.4 Breach. If you use any of the content on our App in breach of these terms, your right to use our App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9.5 Indemnity. You agree to indemnify us for any loss that we suffer as a result of any and all unauthorised uses you make of any content or materials on any of our App.

10. CAN YOU RELY ON INFORMATION ON OUR APP?

10.1 General information. The content on our App is provided for general information only. It is not intended to amount to advice on which you should rely and we disclaim any liability and responsibility for such reliance. Please think carefully before you decide purchase tickets and/or other theatre-related products via our App. Any decisions you make based on information contained on our App are your sole responsibility.

10.2 No warranty. Although we make reasonable efforts to update the information on our App, we make no representations, warranties or guarantees, whether express or implied, that the content on our App is accurate, complete, up-to-date or free from errors or omissions.

11. HOW DO WE LIMIT OUR LIABILITY?

11.1 What we cannot do. Nothing in these terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

11.2 What we can do. To the extent permitted by applicable law, we exclude all conditions, warranties, representations or other terms which may apply to your use of our websites or any content on our App, whether express or implied.

11.3 What we are not liable for. To the extent permitted by applicable law, we, together with our employees, officers, directors, shareholders and agents, will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, whether direct, indirect or consequential even if foreseeable, arising under or in connection with:

- a. the use, or inability to use, our App;
- b. the performance, functioning or display of our App;
- c. use of or reliance on any content or materials displayed on our App, any content linked to our App or any materials posted on them;
- d. any acts, omissions and/or conduct of any third party users, advertisers and/or sponsors that display content or links on our App;
- e. including, without limitation, any liability for any loss of income or revenue, loss of business or business opportunity, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill or reputation and/or any other loss or damage of any kind.

11.4 Home use. Please note that we only provide our App for personal, non-commercial use. We will not be liable for any loss or damage caused by a virus,

distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, mobile device, data or other proprietary material due to your use of our App.

11.5 Other limitations of liability. Different limitations and exclusions of liability will apply to liability arising as a result of the purchase by you of tickets and/or other theatre-related products, which will be set out in our [Terms and Conditions of Sale](#).

12. TERMINATION & TRANSFER

12.1 Termination. We may end your rights to use the App at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right, we will give you a reasonable opportunity to do so.

If we end your rights to use the App:

- a. You must stop all activities authorised by these terms, including your use of the App.
- b. You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- c. We may remotely access your devices and remove the App from them and cease providing you with access.

12.2 Transfer. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

13. GOVERNING LAW

This End User License Agreement, is governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction over any disputes arising under these terms.

14. THIRD PARTIES

Nothing in these terms gives any third party any benefits under the Contracts (Rights of Third Parties) Act 1999. This does not affect any of your rights.

15. WAIVERS

No failure or delay by us in exercising any right or remedy under or in relation to these terms will operate as a waiver of the same.

16. SEVERANCE

If one (or more) of the terms in this End User License Agreement is held by a court to be invalid, void, unlawful or unenforceable, it shall not affect the enforceability of the remaining terms.